Supreme Court, U.S.
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In The

Supreme Court of the United States

Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corporation; DTL-USA, Inc.; and General Homes, Inc., (The "Alliance Entities"),

Petitioners,

v.

Visiting Nurse Association of Ridgefield, Inc.; Thomas F. Reynolds; Joyce Ligi; Helena Nicholas; Washington Mutual Bank, F.A.; Sandy McArthur; Paul Rossitto; Rene Heinecke; Eugene Grant, Esq.; Robert Nagro; Richard Solomon; Ridgefield Bank; Weil, Gotshal and Manges, LLP; Bridge to Brotherhood, Inc.; Mark Hoeing, Esq.; David Stone, Esq.; Ira Millstein, Esq.; Marvin Jacob, Esq.; Reynolds and Rowella, LLP., PricewaterhouseCoopers, LLP/Kesselman;

Respondents.

On Petition For Writ Of Certiorari
To State of Connecticut Supreme Court Chief Justice

PETITION FOR WRIT OF CERTIORARI Vol. I of III

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269 pp

QUESTIONS PRESENTED

I Does Connecticut General Statute Section 51-88a, violate a corporation and its creator's civil/constitutional rights to free speech, access to the courts, fair representation, and due process of law when it denies a corporation pro se appearance by its appointed agent and/or creator, who may not be an attorney?

II Should the Connecticut Chief Justice Order denying direct appeal to the Supreme Court pursuant to C.G.S. Section 52-265a, on civil/constitutional rights violations, be overturned, especially, when said Order and subsequent orders stem from Court procedural error, causing the transfer of appeals to Appellate Court where interlocutory appeals are seldom Granted, thereby dismissing the appeals?

This is the second Petition for Writ of Certiorari filed by the Petitioners in these matters with regard to due process violations. From 1997 to date the Petitioner corporations are unable to obtain zealous counsel to prosecute and defend their claims, forcing Petitioner Yvonne Liebel, their Founder and CEO, who is not an attorney, to retain and dismiss attorneys who's representation was adverse to the corporations, and finally to appear on their behalf. This put the corporations' claims at risk of dismissal by the Connecticut Courts that bar a non-attorney from representing his/hers corporation pursuant to C.G.S.A Section 51-88a. Subsequently, the corporations were left with the choice of either be misrepresented by counsel or have their claims dismissed. C.G.S.A. Section 51-88a, repeatedly violated the corporations' and their founder's constitutional rights, creating a major roadblock in their litigation.

PARTIES TO THE PROCEEDINGS

Plaintiffs /Petitioners

Yvonne Liebel, Petitioner, is an individual and has no corporate affiliation; **The Alliance Foundation, Inc.,** a Connecticut 501 (c)(3) non-stock corporation; **Alliance Capital, Inc.,** a Connecticut corporation with no parent or publicly held company; **General Homes, Inc.** a Connecticut corporation with no parent or publicly held company; **Alliance International Development Corp.,** a Connecticut corporation with no parent or publicly held company; **DTL-USA, Inc.,** a Connecticut Corporation with no parent or publicly held company.

Defendants/Respondents

The Visiting Nurse Association of Ridgefield, Inc., a Connecticut 501(c)(3) non-stock corporation; **Thomas F. Reynolds, Joyce Ligi, Helena Nicholas,** individuals and have no corporate affiliations; **Eugene Grant, Esq.,** an individual and has no corporate affiliation ; **Robert Nagro,** an individual and has no corporate affiliation; **Richard Solomon,** an individual and has no corporate affiliation; **Ridgefield Bank,** a Connecticut corporation, a commercial bank with no parent or publicly held company; **Weil, Gotshal and Manges, LLP,** a New York limited Liability Partnership; **Mark Hoeing, Esq.,** an individual and has no corporate affiliation; **David Stone, Esq.,** an individual and has no corporate affiliation; **Bridge to Brotherhood, Inc.,** a New York 501(c)(3) non stock corporation; **Ira Millstein, Esq.,** an individual and has no corporate affiliation; **Marvin Jacob, Esq.,** an individual and has no corporate affiliation; **Reynolds and Rowella, LLP.** a Connecticut , Limited Liability Partnership; **PricewaterhouseCoopers, LLP/Kesselman & Kesselman,** a Delaware Limited Liability Partnership.

(Note: Petitioners are not certain of the designations following each name, unable to do the necessary research).

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ORDERS BELOW

The Connecticut Chief Justice Order denying the Defendant/Petitioner, The Alliance Foundation, Inc., a direct appeal to the Connecticut Supreme Court pursuant to C.G.S. Section 52-265a in the case of The Visiting Nurse Association of Ridgefield, Inc. VS. The Alliance Foundation, Inc., No. S. C. 16718, including all subsequent decisions in the Connecticut Trial/Appellate/Supreme Courts, in this and in related matters, as set forth below and in Appendix hereto (App. A at Page 1a) (Subsequent Orders App. A1-A67 at Page 3a);

The Connecticut Supreme Court Chief Clerk Orders applying the Chief Justice Order in above action to five other related amended appeals that have not been decided by the Chief Justice (App. A1-A5 at page 3a), and transferring all six appeals to the Appellate Court in the cases of: The Alliance Foundation, Inc. et al. V. Eugene Grant et al. No. S. C. 16722; DTL-USA, Inc. and Yvonne Liebel V. Ridgefield Bank No. S. C 16717; Eugene M. Grant V. The Alliance Foundation, Inc. No. S. C. 16723; Eugene M. Grant V. Alliance Capital, Inc. No. S. C. 16721; Eugene M. Grant V. Alliance Capital, Inc. No. S. C. 16719, as set forth in Appendix hereto (App. A6-A11 at Page 11a);

The Connecticut Justice David M. Borden, Acting as Chief Justice, Order, denying Application for Certification to the Supreme Court Pursuant to General Statute Section 51-199(9) 52-265a; and/or 51-199(2) and/or 51-199(11) in all above cases and in the case of: Rene Heinecke V. Yvonne Liebel No. DBD CV98-0333546S, as set forth in the Appendix hereto (App. A58 at Page 75a).

The Connecticut Appellate Court Order dismissing the Plaintiffs' appeal for lack of final judgment and pursuant to C.G.S.A Section 51-88a in the matter of DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank AC 22892 (S.C 16717) as set forth below and in Appendix hereto (App. A at Page 93a)

BASIS FOR JURISDICTION

The Order of the Chief Justice was entered on April 3, 2002 on the basis of Court procedural error violating Section 63-3 (Filing Appeal in General) and Section 63-4 (Additional Papers to be Filed by Appellant) of Connecticut Rules of Appellate Procedure, and violating litigants' due process and other constitutional rights ; and all subsequent orders in the Connecticut Courts from April 3, 2002 to the date of the filing of this Petition for Writ of Certiorari, that stem from said Chief Justice Order;

The Orders of the Supreme Court applying said Chief Justice denial to related cases and transferring all appeals to the Appellate Court where interlocutory appeals are seldom granted, was entered on April 5, 2002;

The Order of the Acting Chief Justice denying Certification to the Supreme Court in all actions, on matters of litigants' due process and other constitutional right violations, was entered on May 22, 2002.

The Order of the Appellate Court dismissing appeal to the Supreme/Appellate Court for lack of final judgment and pursuant to C.G.S.A Section 51-88a was entered June 5, 2002

This petition for writ of certiorari is filed within ninety days from that date. 28 U.S.C. Section 2101 (c). The jurisdiction of this Court is invoked under 28 U.S.C. Section 1257.

STATUTORY PROVISIONS INVOLVED

(App. B at Page 97a)

The First Amendment of the United States Constitution
(Freedom of Speech);

The Sixth Amendment of the United States Constitution
(The Right to Fair representation);

The Fourteenth Amendment of the United States Constitution
(Due Process of Law and Equal Protection of the Law)

Connecticut Rules Of Appellate Procedure:

Section 63-3. Filing Appeal in General
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Connecticut General Statute Section 51-88 (a).
Practice of law by persons not attorneys

Connecticut General Statute Section 51-88 (d)(2).
Practice of law by persons not attorneys

Connecticut General Statute Section 51-15
Attorney or other, appearing for corporations in small claims courts

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Municipal corporations may sue and be sued

P.B. Section "Client-Lawyer relationships"

The Connecticut Superior Court Rules-Civil Matters Rule 23-14, governing the Complex Litigation Docket:

VOL. I

STATEMENT OF CASE

Ode to the Defendants/Respondents

They took away so cleverly, her mission and inventions, mocking years of faith and trust in cruel conspiracy to silence, to leave her searching endlessly as mother for her child. They took away her documents, her photos and her tapes, to wipe away all memory, erase the chance to prove her case,

As they were many, she was one;

They held their secret ex-parte to justify their plotted deeds, leaving Judges deaf to her, her pleadings, to her creed. They transferred her from here to there, denied her counsel and her fair, delayed proceedings everywhere; they schemed and spun convincing tales, and with efficient rumor cells, destroyed her name, her fame, her family, and all she loved was game,

As they were many, she was one;

They poisoned her air, contaminated her well, they tampered with communications and her mail, to cause to abandon her home and land like the vagabond in cities grand. They cut her livelihood and squandered her funds, diminishing her credit and possessions; and like the vultures on their prey, prepared to pounce with aggression. They took away her poems book, with writings for eternity, her license and her passport books, to strip her of identity,

As they were many, she was one;

They shocked, and bribed and threatened her alliances, so no one dared extend a hand, to isolate, to segregate, to separate, to... fumigate. And some day, in cowardice, when it is just appropriate, they'll pierce her body with a bullet, to help secure their final gate,

As they are many, she is one;

But as she's laid to rest in old Belle Reve, there, under the Willow tree, by the Norwalk river pond the Heron likes to grace, they will know they couldn't take, her gift, her soul, her vision's peace; take back what's history,

As truth, forever and eternally, shall always make Majority!

/S/Petitioner, Yvonne Liebel
Founder, CEO and representative of:
The Alliance Foundation, Inc.; Alliance Capital, Inc.
Alliance International, Development Corp.
DTL-USA, Inc.; General Homes, Inc.

This Ode is dedicated to fallen heroes, the late Prime Minister, Yitzhak Rabin, and the late President, Annuar Saadat, who dared to change their paradigm; To a great U.S. president, President Ronald Reagan, whose common man's strength and vision crumbled The Wall; To my parents Reuven and Rina Hazon, who suffer ever so greatly in my private war for peace and whose love I shall cherish for eternity; To my beloved, Jason, the future's promise.

The following is the Petitioner, Yvonne Liebel's, brief summary of her life story as an immigrant to the United States of America, and the story of her corporations, as it is relevant to the Questions raised in this Petition and will provide the Court with the necessary backdrop, the spirit in which this document is written, and why it is critical to grant this cert, for the Petitioners and for America.

The Petitioner, a naturalized citizen who was three months old when her young Jewish parents immigrated from Iraq to Israel in 1950, shortly after the birth of the State. Throughout her childhood and teens she vividly dreamt about Israel's parent nation,

the United States of America. Her impressions and affections for "America" as it is called in Israel, were built over years by many influences: By the subtitled American movies she spent her measly allowances on (she loved the sound of the English language and mimicked it until she could learn it); Her impressions and affections for the U.S. were further solidified by the daily newspapers, radio and TV broadcasts demonstrating the U.S. resolve to stand by her young, brave, and war torn nation; And by America's righteous principles of justice, transcending race, religion and gender. At 13, she cried inconsolably when the late president, John F. Kennedy, was shot, as though she had lost a member of her immediate family. America gave her a sense of security and hope for fulfillment of her dreams and the dreams of her nation.

She loved Bialik, but equally loved Robert Frost. She loved her country but, oh, she so longed to go to America some day to explore her visions and make them a reality, and there was so much to explore, both internally and out there. At seventeen and a half she graduated from Jerusalem's Rubin Academy of Music. At 18 she joined the Israeli armed Forces (mandatory in Israel). At 20 she made it to the U.S.A., against all odds to great opposition and boycott. Her journey to America and the next 30 years on its soil, were fraught with overwhelming challenges, discoveries, struggles, accomplishments, and tears in pursuit of the great unknown: finding and fulfilling her life's mission.

At 40, in her beloved State of Connecticut, at the town of Ridgefield, she finally found her calling. But more importantly, she found the method by which to implement her vision. Culminating her personal ideology, her knowledge of the investment/banking fields, and her unique experiences in business and philanthropy, garnered during her life's journey, in 1990 she gave birth to The Alliance Foundation, Inc., a 501(c)(3) Connecticut public charitable organization ("Alliance" or "Foundation"). Two years later, she established Alliance Capital, Inc. and Alliance International Development Corp., and with her existing corporation, General

Homes, Inc., these Connecticut corporations were intended to become the for-profit-arms for the Foundation, to help insure its survival and the attainment of its charitable objectives.

Alliance was dedicated to world peace through economic development and cooperation. It was built on the proposition that the growth of small companies in developing societies could build bridges between people and nations." From where she stood there were no borders. Alliance' mission was fluid and evolving, designed to give voice to the silent many, who just like her, sought life, liberty and the pursuit of happiness but were too weak to make her journey, forever sentenced to be stripped of their dignity and the right to realize their dreams, and destined to live in poverty and war with hopelessness and disbelief in the future. She sold her home to finance her mission.

At 47, unexpectedly, she was becoming a first time litigant in the U.S. Judicial System, unprepared, without a law license and deprived of zealous counsel to represent her claims (App. D4 at Page 139a "The Alliance Attorney Saga"; and App. H "First Petition for Writ of Certiorari" at Page 354a) She was fighting for her survival and the survival of her corporations, fraudulently and covertly supplanted by her trusted pro bono law firm and their moles within her operation causing its destruction (App. H.)

At 50, after almost four years of a futile uphill battle to obtain zealous counsel to defend her and her corporations' claims caused by the law firm's omnipotent influence; and being denied assistance by the Connecticut Courts to obtain such Counsel; and being denied by the Connecticut Courts the right to represent her corporations, leaving their claims subject to dismissal; she wrote her first Petition for Writ of Certiorari to the United States Supreme Court. With trembling hands, tears and awe, closely following the complex rules in the sample booklet provided by the Court, she described to the world's highest Court her trials and tribulations while weighing every word a 'hundred times' to great pain, in an

effort not to misrepresent and to live up to the level of professionalism worthy of the Court. Although in November 2001, her Petition was denied, the case was transferred from the Stamford Superior Court Complex Litigation Docket at Stamford, Connecticut, where her Constitutional rights and the rights of her corporations were violated, to the Waterbury Superior Court Complex Litigation Docket at Waterbury, Connecticut.

Now, a year later, at 51, she is writing her second Petition for Writ of Certiorari. She prays that the accurate telling of the trauma she endured in the past year by the Connecticut Courts, compounding two prior years; accompanied by an account of the legal proceedings; and Appendixes containing Court Orders and her voluminous pleadings in the seven related matters (App. C at Page 102a, "Matters before the Court") in her quest for permission to represent her corporations, or in the alternative get the Court to intervene; will make a compelling argument on behalf of her corporations and all corporations forced to retain attorneys they can't afford; and/or attorneys who may misrepresent their claims (intentionally or unintentionally); and/or attorneys against their will, for any reason unique to them; or in the alternative, forego their claims, as they are not allowed to be represented by their appointed agents, who may not be attorneys, to the detriment of their claims and their constitutional rights, and to the detriment of their creators' claims and their constitutional rights.

In spite of the continuous denials to represent her corporations causing irreparable damage to her litigation, and the heavy toll they took on her spirit as they rocked and shocked and tumbled her entire belief system, this Petitioner was prepared to once again make the awesome and painful journey to the United States Supreme Court, as the rights to free speech, fair representation, access to the courts, and due process of law, could not, under any circumstances, be negotiated or compromised! As each generation has the supreme responsibility to defend the Constitution anew, in respect to its four fathers and in defense of its

children. These constitutional rights are the essence of this nation. These constitutional rights are the essence of her private struggle and pilgrimage. From here, The Alliance Foundation, Inc. and its related corporations have nowhere else to go. From here, she has nowhere else to go.

Throughout her life's journey, the Petitioner endured. She was proud of her strength, she was proud of her ability to face challenges head on. However, throughout this conflict she is experiencing betrayal and loss in proportions she hasn't yet begun to fathom nor process. This new challenge, however, is one of a different sort. If the United States Supreme Court denies her voice through her corporations, especially after the intent demonstrated by the Connecticut Courts in their May 22, 2002 Orders (App. A41 at Page 57a- 78a) and (App. A64 at Page 93a) and other orders, there shall be nothing to hold onto anymore. Without her voice, there will be nothing left worth fighting for. This would be the ultimate betrayal. The Alliance Foundation, Inc. is an integral, inseparable, extension of herself. It is who she was, is, and will be. It is her alter ego. Without her voice there will be no one to defend its rights and vision. Without her voice Alliance shall die, her lifelong mission shall die. Without the mission, a public charitable organization intended to realize a goal for humanity, shall die. Without the opportunity to realize a goal for humanity, the essence of all life has been diminished. The essence of her life has been diminished!

In his poem "The Road Not Taken" Robert Frost talked about "two roads diverged in a yellow wood" and dared his readers to take the road less traveled by. As an admirer of his writings since her teens, the Petitioner, made life choices that, in retrospect, took the Poet's writings literally:

As the first daughter of extremely conservative parents in Jerusalem of the 70's she dared to come to America, against great opposition and boycott – and proved that it was good. Today, most

of her immediate family is in the United States (although dozens of family members still live in Israel);

As a loving daughter of the State of Israel and a compassionate supporter of her Jewish roots, she dared to marry outside her faith, against great opposition and boycott- and proved that it was good. It allowed her family and friends on both sides of the equation to step out of their cocoons, and embrace the different, in a world that eventually must learn this art or vanish;

As a loving mother to her son, Jason, she dared to raise him in two faiths and three languages and nationalities, against great opposition and boycott – and proved that it was good. At the age of five when asked:" So what are you?" he replied with conviction: "I'm 50% Israeli, 50% Swedish and 100% American!" Today he is an accomplished young American, free of prejudice, with broad perspective, understanding, and compassion for the world;

As a committed idealist to her mission of peace, she dared to challenge the tax experts at her law firm of Weil, Gotshal and Manges, LLP and PricewaterhouseCoopers that the great bodies of Investment and Philanthropy could be merged without jeopardizing the tax code, against great opposition and boycott – and proved that it was good. The IRS approved two breakthrough Private-Letter-Tax-Rulings for the Alliance Foundation, Inc. The first, acknowledging it as a public charity and the second, allowing it to finance substantial Philanthropic endeavors through investment vehicles (i.e. Private Placement Memorandums, IPO's, etc.), benefiting the economically deprived; charitable/academic organizations; business and investment communities; as well as Government; (The problem with this accomplishment, however, it's significance put to test the Respondents' human frailties leading to this conflict);

As a loving daughter of her "America", she is now pleading before this Court to allow her to represent her corporations, as she

will no longer relinquish their representation to any counsel - and she will prove that this too shall be good. There is no doubt in this Petitioner's mind that a corporation that can afford and can find competent zealous counsel to prosecute and defend it claims, will prefer to retain such counsel to best protect its interests. However, for those corporations unable or unwilling to obtain such counsel for a host of reasons that are unique to them, they must be given the freedom of choice, to be represented by their appointed agents, who may not be attorneys, as so eloquently stated in Connecticut General Statute Section 52-73, for Municipal Corporations: " **Towns, societies, communities and corporations may prosecute and defend civil actions, may appoint agents to appear in their behalf and may employ attorneys in such actions." (*1949 Rev. Section 7794; 1959, P.A.152, section 74.*)**, contrary to what Connecticut Courts have been citing, preventing her from representing the Corporations: Connecticut General Statute Section 51-88(a): "**A person who has not been admitted as an attorney under the provisions of section 51-80 shall not: (1) Practice law or appear as an attorney-at-law for another, in any court of record in this state...",**

Connecticut General Statute Section 51-88a, presupposes:

1. That a corporation is "another" and not an extension of the individual that gave it life, purpose, support system, and a destination to reach. The Connecticut Courts ignore the fact that a corporation, especially a charitable one, is a living, breathing entity, representing its creator's ideology, dreams and aspirations. Oh no, a corporation is not simply "Another", a corporation and its creator are intertwined, mind and soul. They are one and the same; and that
2. In all circumstances the relation of an attorney to his client is one of " pre- allegiance, a conspicuous degree of faithfulness and disinterestedness, absolute integrity and utter renunciation of every personal advantage conflicting in any way directly or indirectly with the interests of his client...", according to an interpretation of the statute in *State Bar Ass'n of Conn. V. Connecticut Bank & Trust Co.*

(1958) 140 A.2d 863, 145 Conn.222. In cases where this presupposition is not applicable, as overwhelmingly evident to the contrary in these Petitioners' case(s), applying this statute by forcing a corporation to retain counsel against its interests and will, or else forfeit its claims, is an abuse of power, is contrary to the spirit of the law and an egregious violation of its constitutional rights and the rights of its creator; and that,

3. A corporation is only "an artificial creation", *State Bar Ass'n of Conn. V. Connecticut Bank & Trust Co. (1958) 140 A.2d 863, 145 Conn.222.* This Petitioner respectfully disagrees with this assessment. There is nothing "artificial" about The Alliance Foundation, Inc. or the corporations created to insure its future. The words "artificial creation" focus on the corporation as a vehicle or a tool, but fail to go beyond the format and into its content, into what a corporation truly is; a world of ideas and intended goals and purposes, an expression and the vision of its creator.

Therefore, it is only just, that like people who enjoy the choice to retain counsel or to appear pro se, a corporation deserves that same right in keeping with the rights of its creator. As it has been demonstrated herein, a corporation is an EXTENSION OF A PERSON, not a mere "artificial creation" as interpreters of Connecticut General Statute Section 51-88a would like us to believe. Connecticut General Statute Section 52-73 clearly acknowledges and respects these rights for Municipal Corporations by making a distinguishable difference between Agents and Lawyers to insure that a corporation retains the choice to appoint an agent to prosecute and defend its claims, who may not be an attorney, while it may also, if it chooses, employ an attorney to appear on its behalf. Connecticut General Statute Section 51-88a discriminates against a corporation and treats it with inferiority as some "artificial creation", unlike how a corporation is generally treated by the law, as a person, as an entity onto itself. Section 51-88a puts at risk due process of law, freedom of speech, access to the courts and the right to fair representation by depriving a corporation and its creator the freedom of choice. Further, by violating corporations' constitutional

rights, Connecticut General Statute 51-88a, clearly violates their creator's constitutional rights. Therefore Connecticut General Statute 51-88a is unconstitutional for both corporations and the individuals who caused them into being.

In this context a conflict exists between Connecticut General Statute Section 51-88a and Connecticut General Statute Section 51-88 (d)(2), where this section provides "(T)he provisions of this section shall not be construed...as prohibiting any person from practicing law or pleading at the bar of any court of this state in his own cause." Clearly, 51-88a, deprives the Petitioner, Yvonne Liebel, from pleading at the bar in "...in her own cause". Further, in the State of Connecticut corporations appear regularly in the small claims division, represented by an officer or employee, and Section 51-15 of the General Statues provides for the commencement of such actions by an attorney or other person.

In addition, the Connecticut Courts ignored the countless pleadings filed by the Petitioners, requesting the Courts' intervention in securing zealous counsel for the corporations as they were unable to retain such counsel (App. B at Page 101a: Rule 1.2); and that after five years in pursuit of counsel and significant expenditures they could no longer afford one, and were left with no alternative, short of waiving their claims, but to let Petitioner Yvonne Liebel, act and appear on their behalf, as she has done, directly and indirectly, from the outset of this litigation, (App. H, (App. C6.)

In spite of the Respondents' significant influence (Some filed their appearance months after the Court order; non filed answers to the complaints filed in early 2000); In spite of the partial transfer of the cases from the Danbury Superior Court to Stamford Superior Court to Waterbury Superior Court in Connecticut causing hardship, confusion, delays, error, and appeals; The lack of action on properly filed motions to consolidate; Docket sheets, transcripts, and Court Orders (listing attorneys that no longer represent the

actions) that didn't reflect the true state of the files; Lack of articulation with most orders leaving the Petitioner perplexed; Petitioner, Yvonne Liebel remained steadfast and effective advocate for the corporations and has at all times conducted herself with dignity and respect to the Court. On April 22, 2002, however, Petitioner, Yvonne Liebel refused to participate in a trial hearing ordered by the Danbury Superior Court in the "eviction matter" with a dismissed counsel representing the Foundation by Court order. She filed a protest against the hearing as being unconstitutional.

In addition, the Connecticut Appellate Court placed on its May/June, 2002, Calendar, a hearing in the "Bank Matter" listing Attorney Joyce M. Morin as counsel for the corporate plaintiff, DTL-USA, Inc. requesting that she argues the issue of C. G. S. A Section 51-88a before the Court (App. A63 at Page 91a). Not withstanding that Attorney Morin resigned from representation of all Petitioners in June of 2001, as described in the first Petition, and that her resignation was approved by the Petitioner and the Court in November of 2001 (Hon. Sheldon J.) Waterbury CLD, and that Attorney Morin had no contact with the Petitioner since June 2001; And not withstanding that even when Attorney Morin represented the Petitioners, her most significant contribution was to edit the Petitioner Yvonne Liebel's English in pleadings and sign the documents (App. H (App. C6, App. D1); And not withstanding that in the "Bank Matter", Petitioner Yvonne Liebel is one of two Plaintiffs, and a party to the action; That she filed the appeal to the Connecticut Supreme Court, on behalf of herself and the corporation DTL-USA, Inc., under Section 52-265a, permitting appeals from non-final decisions; The Court dismissed the appeal for her signing it and for being interlocutory. The Court also issued an order on May 22, 2002, approx. 10 days prior to the hearing, denying the motion to consolidate this matter with related matters, prohibiting Petitioner Yvonne Liebel "from filing any appeals with this court on behalf of any corporate entity", making the hearing moot on the issue of her representing the corporations, therefore

Petitioner, Yvonne Liebel did not attend the hearing. The Order the Court issued the following day stated that the Court rulings were rendered after the Court heard the matter, giving the appearance of propriety of a hearing with all parties in attendance (APP.A64 at Page 93a). When the Court puts form and procedure before substance and the intent and welfare of its pro se litigants, it is contrary to the spirit of the law and to justice in the United States of America.)

Taking into consideration all the above circumstances and still enforcing Connecticut General Statute 51-88a, which deprives the Petitioners corporations the right to be represented by Yvonne Liebel, is unjust and contrary to the values of this nation. According to Jewish teachings, 'the life of one person equals the whole world'. In that vein, one person without a voice is a world without a voice; one corporation without a voice is a world of corporations and their creators without a voice. It is possible that the State of Connecticut has other considerations when it stringently enforces section 51-88a of the Connecticut General Statutes. However, no consideration, whatsoever, is worth the price of losing the right to free speech, access to the courts and due process of law. It puts at risk the Constitution of the United States of America. It puts at risk the constitution of the united states of the world.

The Visiting Nurse Association of Ridgefield, Inc. Vs. The Alliance Foundation, Inc."(The "Eviction Matter" Case #6), the subject matter of this Petition for Writ of Certiorari, is a perfect microcosm of all related actions presented in this Petition, and a perfect microcosm of all the reasons why a corporation should be given the right to appoint a representative of its choice, just as any Person would have that right, in preservation of its constitutional rights and the constitutional rights of its creator, and the grim outcome to adjudication results when this right is withheld.

The Petitioners have been subleasing second floor space from the Visiting Nurse Association of Ridgefield, Inc. (VNA) since

1996, for which they initially spent substantial funds on space improvements. Helena Nicholas is President of the VNA; Thomas F. Reynolds of Reynolds and Rowella LLP is one of two board members of the VNA; and Joyce Ligi of Ridgefield Bank is the second board member of the VNA. Thomas F. Reynolds is also on the board of directors of the Ridgefield Bank. Both Reynolds and Rowella LLP and the Ridgefield Bank are defendants in the "lead action"(App. C at Page 102a). The Ridgefield Bank is also a defendant in a separate action (App. C at Page 110a, the "Bank Matter" and (App. H)) Reynolds and Rowella, LLP were the Petitioners' CPA firm for approx. 12 years and the Ridgefield Bank was their financial institution for approx. the same period.

The morning after the Third Amended Complaint was filed in the "lead action", naming Reynolds and Rowella, LLP as defendant, on October 25, 2000, Petitioner, Yvonne Liebel was called by the landlord to open the office due to water damage below. The call and the timing was suspect, so Petitioner, Yvonne Liebel called an investigator to join her. The investigator pointed out that the offices were broken into very recently, specifically their accounting and financial office which was also flooded, appearing to be due to a burst radiator. (App. H (App. D23).) Following the break in, the Petitioners seldom used their offices but they maintained them and paid the rent for several months thereafter, due to the ongoing litigation and with the purpose of reactivating them. However, as a result of the damage caused to the Petitioners by the VNA board members (App. G at Page 352a, "Thomas F. Reynolds, CPA, Affidavit"), these vibrant entities in 1996 were broken down in 2001, unable to pay their rent.

On August 22, 2001, the Petitioner, Yvonne Liebel, met and agreed with the VNA president, Respondent, Helena Nicholas to temporarily amend downward the rent payments on their lease from $2400.00 to $250.00 per month, until the Petitioner, Yvonne Liebel secured a loan from Washington Mutual, her mortgage lender, at which time she would bring the Foundation current. They

also agreed to extend the lease by one year and review the overall situation with the lawsuits at that time. Petitioner, Yvonne Liebel, informed the Respondent, Helena Nicholas and her Assistant, Roberta Thomas, that she was going to spend a couple of months in California with her father who had suffered a stroke. She provided them with her address and phone numbers in California. And per their amended agreement (App. D1 at Page 123a) "VNA Amended Agreement"), Petitioner paid by personal check a $5000.00, good-faith deposit dated August 22, 2002 on behalf of Alliane. Also, prior to and through August, Petitioner, Yvonne Liebel, was negotiating with her lender to increase the mortgage on her home. At the closing, Petitioner was handed a copy of the appraisal report and the note. After careful reading at home, Petitioner realized that the appraisal was substantially lower than market value and the amortization of the loan was on the basis of 30 years vs. 40 years, which substantially increased the monthly payment on her jumbo loan. She faxed the lender a request to amend the amount and the amortization factor per their agreement, but the lender declined and Petitioner canceled the transaction. Petitioner planned to take up the matter with the lender's legal department, also due to its inappropriate title to her property.

In anticipation of being preoccupied with her father for several more months, on October 5, 2001, Petitioner sent to the VNA a personal check for $1000.00/ Manufacturers Bank check #121 covering the rent for the months of September, October, November and December 2001, as so stated on the check. The VNA cashed both the $5,000.00 and the $1,000.00 (October 11, 2002) checks. On December 27, 2001, Petitioner, Yvonne Liebel temporarily returned home to Ridgefield to assist her son to organize for a new university semester out-of-state. To her shock and disbelief she discovered on her residence' door a Notice To Quit by the VNA for non-payment of rent for the months of September, October, November and December 2001, returnable January 29, 2002 (App. D2 at Page 125a, "Notice to Quit") No one from the VNA contacted her in California prior to the Notice. Petitioner, Yvonne Liebel called Respondent,

Helena Nicholas and asked her to withdraw this fraudulent Notice to Quit, otherwise she would be forced to defend The Alliance Foundation, Inc. and bring the VNA and Ms. Nicholas into the more expanded litigation. Respondent Helena Nicholas refused to withdraw (At the summary process trial hearing on April 22, 2002, at the Danbury Superior Court Housing Session, Respondent Helena Nicholas stated that the VNA's board of directors instructed her to file this eviction (the Defendants in the lead action). She also admitted to the Amended Letter Agreement and to receiving and cashing the $5,000 and $1,000 checks. On January 24, 2002, Petitioner Yvonne Liebel, filed an Appearance on behalf of The Alliance Foundation, Inc. and a Motion to Consolidate the "eviction matter" with the "lead action(s)" pending at the Waterbury Superior Court Complex Litigation Docket (WCLD); and the "Bank matter" pending at the Danbury Superior Court at Danbury, with Memorandum of Law in support of the Motion (App. D3 at Page 126a, "Motion to Consolidate".)

On January 28, 2002, the Court returned the Petitioners' documents, stating that Petitioner, Yvonne Liebel, could not represent the Defendant because a. she was not an attorney, and b. she was not a party to the action, and had to retain a Connecticut counsel by no later than two days after the return date, or January 31, 2002 (Hon. White, J.) On January 29, 2002, Petitioner, Yvonne Liebel filed a letter to the Court, an Affidavit, and copies of the Appearance and Motion to Consolidate with Memorandum, asking the Court's permission to represent the Petitioner, The Alliance Foundation, Inc., as it could not retain counsel or afford one; and that although she was not a named defendant, she was an interested party due to her substantial investment in Alliance; that if the Court consolidated the matters, she would become party to the action, as the matters involved common parties, stemmed from the same controversy; and consolidation would assist in determining all issues (App. D4 at Page 134a, "Request to Represent") On January 30, 2002, the Court (Hon. White J.) sustained the Landlord's Objection to the Petitioner's Motion to Consolidate, although the

Court did not acknowledge the Petitioner's motion, as she was not an attorney (App. A 59 at Page 79a "Docket Sheets"). On February 5, 2002, the Court (Hon. White J.) denied Petitioner, Yvonne Liebel's request to represent the Defendant and entered a Judgment against the Defendant, ordering the Defendant to obtain Counsel by February 13, 2002;

On February 8, 2002, the Petitioner, Yvonne Liebel, retained Attorney John R. Williams for The Alliance Foundation, Inc. who filed an Appearance and a Motion to Reopen Judgment (an automatic grant) and the Motion to Consolidate (a duplicate of what Petitioner, Yvonne Liebel filed). Petitioner Yvonne Liebel had to pay Attorney Williams $15,000 retainer, from borrowed personal funds on behalf of The Alliance Foundation, Inc. (App. D5 at Page 169a, "Retainer"); On February 18, 2002, Petitioner, Yvonne Liebel filed with the Court a "Motion for Joinder of New Defendant" (App. D6 at Page 170a, "Motion for Joinder") requesting that the Court joins her as a defendant to the action as she has vested interest in the case (should be an automatic grant). On March 4, 2002, at a hearing, the Court (Hon. Ginnochio, J.) denied the Motion to Consolidate and the Motion for Joinder of New Defendant, keeping Petitioner, Yvonne Liebel out of the case. Also on March 4, 2002, Petitioner filed a Motion for Permission to File Third Party Complaint and Memorandum of Law against Respondents: Helena Nicholas, Thomas Reynolds and Joyce Ligi. On March 25, 2002, the motion was denied (Hon. Ginnochio, J.)

Although on March 5, 2002, Attorney John Williams filed an appeal to the Appellate Court, appealing the Court (Hon. Ginnochio, J.) March 4, 2002, decisions, citing that the Court denied Petitioner, Yvonne Liebel access to the Courts and due process of law; and on March 8, 2002, he Amended the appeal to include Yvonne Liebel as a party to the appeal, every service he provided entailed coaxing and pleading at outrageous costs from the outset of their relationship. By now Petitioner, Yvonne Liebel was an "expert" in reading such conduct and knowledgeable enough in

Connecticut law and procedure to detect when an attorney withheld or misrepresented information. On March 13, 2002, Attorney Williams was dismissed. On March 14, 2002, the Petitioners informed the Court of Attorney Williams dismissal. (App. D7 at 182a, "Dismissal") On March 15, 2002, Attorney Williams filed a Motion to Withdraw pursuant to a Practice Book Section 3-10 referring to an attorney resigning voluntarily requiring a 10 days notice to client. Since Attorney Williams was dismissed, he backdated a notice to March 5, 2002, to comply with this inappropriate section. Petitioners informed the Court immediately and requested that Attorney Williams amend his Motion to section 3-9a, requiring no court approval. Attorney Williams did not amend his motion and the Court (Hon. Ginnochio, J.) scheduled a hearing on the Motion to Withdraw for March 25, 2002.On March 18, 2002, the Court denied the Petitioners' motion for Stay of Execution.

On March 20, 2002, the Petitioner, Yvonne Liebel faxed and mailed to the Danbury Superior Court and to the Waterbury (CLD), a Consolidated Appeal-Civil Form seeking direct appeal to the Supreme Court under C.G.S.A Sec. 52-265a (permitting appeals from non-final decisions) in matters (1-6), on behalf of herself and the corporations. They appealed the Danbury Superior Court (Hon. Ginocchio, J.) decision denying the Alliance Entities' Motion for Stay of Execution and the Waterbury CLD (Hon. Sheldon, J.) March 12, 2002 decisions denying their Motion to Appear, (App. A30 at Page 36a) and a Motion for Joinder as a Defendant in the "3 Grant matters" (App. A31 at Page 38a), citing denial of First Amendment rights and due process of law. The filing of the single consolidated appeal was rejected by the Danbury and Waterbury Court Clerks stating that the cases were not yet consolidated in the lower courts, ordering Petitioners to file separate appeals and pay separate filing fees for each of the six actions (App. D8 at Page 195a, "Order for Separate Appeals") On March 24, 2002, the Petitioners Express-Mailed six individual Amended Appeal-Civil Forms with 5 checks totaling $1,250.00 to both Courts dated March 26, 2002. The Petitioners mailed the Danbury Court a fee for the "Bank matter"

but not for the "eviction matter", as there already was a pending appeal in the Appellate Court. The Danbury Superior Court, however, only accepted the Appeal on behalf of the "Bank matter" but rejected the "eviction matter" requesting an additional fee for filing a new appeal.

On March 25, 2002, the Danbury Superior Court (Hon. Ginnochio, J.) denied Attorney John R. Williams' motion to withdraw appearance and the Court set a trial date for April 22, 2002, forcing the Petitioners to be represented by Attorney Williams who was dismissed on March 13, 2002. Petitioner, Yvonne Liebel was in a complete and utter shock. On March 27, 2002, she Express-Mailed to the Danbury Clerk an Appeal-Civil Form for a new and separate direct appeal to the Supreme Court under C.G.S.A 52-265a appealing the Court (Hon. Ginnochio, J.) March 25, 2002 decisions: denying Attorney Williams Motion to Withdraw Appearance; the Motion to file Third Party Complaint, and subsequent decisions (as proceeding continued in spite of the appeal) with a $250.00 fee. Up to that point, Attorney Williams was paid in full, $7711.00. Petitioner, Yvonne Liebel, however, refused to pay him for his representation after his dismissal, nor appear in any of his court hearings. Between March 25, 2002 and April 22, 2002, Petitioner contacted approximately seven attorneys and law firms - unable to secure new counsel (App. D10 at Page 210a, "Denied Counsel".) Also between March 25, 2002 and April 22, 2002 the Petitioners filed several motions for Stay Execution/Proceedings in both the Trial Court and Appellate/Supreme Courts, but proceedings were unstoppable, as all motions were dismissed or denied.

The various decisions appealed in numerous individual forms, through correspondence with three different Courts (Supreme/Appellate, Danbury and Waterbury), receiving conflicting instructions from clerks, caused delays and significant aggravation to the Petitioner. Finally, the Danbury Clerk date stamped the new "eviction matter" appeal, March 28, 2002 (a Thursday), but posted the fee of $250.00 only on April 1, 2002 (a

Monday)(In Connecticut Appeal is considered filed when the fee is posted), and on March 28, 2002, the Waterbury Superior Court filed the four appeals of (Hon. Sheldon, J.) of March 12, 2002, decisions.

On April 4, 2002, in an unprecedented conduct by the Trial Courts, according to Appellate/Supreme Court clerk, Ms. Pam Branick, the Danbury Superior Court and the Waterbury Superior Court/ CLD Clerks faxed to the Supreme Court the Civil-Appeal forms to induce a decision by the Chief Justice based on the forms alone although the Petitioner did not yet file any of the required documents with the Supreme/Appellate Clerk, pursuant to Sections 63-3 and 63-4 of Rules of Appellate Procedure (App B Page 97a). Petitioner, who was still in the process of sorting out the various appeals and fees in an effort to file a unified package, including a motion to consolidate the actions in the Supreme Court, was in a state of a shock. She immediately wrote a letter to the Supreme Court Chief Clerk informing him that she did not authorize to forward these forms and vehemently protested against that conduct. She asked the Court not process these initial and incomplete appeals until she filed a full set of documents for each of the cases (App. D9 at 207a, "Letter to Chief Clerk".) In Connecticut direct appeal is valid only after the Appellant filed documents with Appellate clerk 14 days from the date of the trial court decision. Since the action in the "eviction matter" was ongoing, and since Petitioner stated that the appeal would include subsequent decisions to the March 25, 2002 decisions, Petitioner planned to submit the appeal when all documents were in order. Faxing the preliminary forms to the Supreme Court by the Trial Courts without Petitioners knowledge or consent to induce an order by the Chief Justice on an incomplete appeal, was procedurally defective, a violation of due process, and egregious abuse of power.

On April 3, 2002, the Chief Justice denied a direct appeal to the Supreme Court pursuant to Connecticut General Statute Section 52-265a in the "eviction matter". On April 5, 2002, the Chief Clerk applied the Chief Justice Order to the remaining Amended appeals

although the Chief Justice did not render a decision on these appeals as he did on the "eviction matter", and transferred all six appeals to the Appellate Court for lack of jurisdiction in the Supreme Court, pursuant to 65-4 of the Rules of Appellate Procedure (App. B at Page 99a.) This subjected all other appeals to the same order/error. Further, all subsequent legal proceedings and decisions/orders resulting from that order/error, in all Courts, were subject to same error. Once the appeals were at the Appellate Court, they were labeled interlocutory. From that point forward all motions/appeals filed between April 3, 2002 and May 22, 2002, including motions for reconsideration of the Chief Justice decision filed on April 12 and 15, 2002, were eventually dismissed or denied on that basis and on the basis Petitioner Yvonne Liebel, was not an attorney or party to the action. The process traumatized the Petitioner, and caused great damage to her litigation, (App. D11 at Page 212a, "Motion for Reconsideration".)

On April 22, 2002, a trial hearing was held at the Danbury Superior Court (Ginnocchio) in the "eviction matter", which, Petitioner, Yvonne Liebel did not attend (App. D12 at Page 223a, "Pleading in Protest".) Per transcript, although the rent check was acknowledged at the trial, Attorney Williams did not enter the most pivotal evidence as an exhibit, therefore the note on the check specifying the rent for the months of Sept. through Dec. 2001 was not acknowledged. The Court then applied the rent toward back rent, and entered a Judgment to Evict for the landlord for nonpayment of rent for those months (App. A60 at Page 39). Neither the Court nor the Attorney addressed landlord-tenant law that a check cashed by the landlord waves an eviction. On May 13, 2002, the Court (Hon. Ginnochio, J.) granted the Landlord's Motion for Immediate Possession of Commercial Premises Notwithstanding Pendency of Defendant's Appeal from Judgment", in spite of the Petitioners' Objections. Feeling helpless, and extremely worried about her several offices and their content at the control of the VNA, Petitioner, in the course of the next few days, prepared a full set of appeal documents to the Supreme Court and a new Motion to

consolidate all matters (1-7) and Certification. Petitioner filed the appeal on May 21, 2002. Attorney for the VNA received a FedEx of the appeal on the morning of May 21, 2002 (App. D13 at Page. 231a "The Execution".)

On May 24, 2002, Petitioner drove to her home (she is unable to remain there) and again, to her shock and bewilderment she noticed an Execution Order, stamped by the Marshal on her residence' door. As she was looking for an eviction date, there was none!!! She immediately drove to her offices, only to find out that the locks were changed; that the Marshal served his notice on May 22, 2002 ("coincidentally", the appeal filed on May 21, 2002, was denied on May 22, 2002. Notices were mailed on May 23, 2002); and the Respondent, Helena Nicholas and the Marshal had already been there "all day" on May 23, 2002, took inventory of all properties within the offices, and that she could only gain access if she made a substantial payment to the landlord (uncalled for by Statute, e.g. attorney's fees), and for the limited purpose of removing her properties. She was told by respondent Helena Nicholas to expect a letter from the VNA's attorney. In her letter to the landlord's attorney of June 5, 2002, Petitioner advised the VNA that attorneys fees are not required by statute and that she planned to appeal the April 3, 2002 Chief Justice decision to the United States Supreme Court. That she expected him to stay all proceedings until the appeal concluded, and that removal of the Alliance Foundation, Inc.'s properties on June 8, 2002, as stated in his letter of May 24, 2002, would cause her to file criminal charges against the parties.

On June 6, 2002, in despair, Petitioner drove to the Connecticut Attorney General's office, Public Charities Unit, in Hartford, Connecticut and met with Mr. Reid Parrington, with whom she spoke before. She showed him the Marshal's notice devoid of date and asked him if he could stop the eviction for the purpose of protecting the Alliance Foundation, Inc.'s documents in a possible investigation. Mr. Parrington advised that he did not have the authority. He received a copy of the Third Amended

Complaint in the "Lead Action" and stated he would take up the matter with the Attorney General in charge of the unit, Mr. David Ormstedt. To her shock, Mr. Parrington also advised that in 1995 the Alliance Foundation, Inc.'s status had changed. She informed Mr. Parrington, that Respondent, Thomas F. Reynolds was in charge of all filings for herself and the corporations, and she was not aware of any status change. Following their meeting, Petitioner drove to State Marshal Commission Office overseeing Marshals' conduct, to see if the eviction could be stopped by that office due to an invalid Execution Notice. The Marshal Office suggested the only remedy was to file a complaint against the Marshal (App. D13 at Page 231a).

In his response on June 7, 2002, Attorney for the landlord waived the attorney's fees but insisted that if Petitioner did not remove all The Alliance Foundation's properties by June 22, 2002, the properties will be forfeited to the landlord. Removing the properties would mean giving up the space and jeopardizing the appeal to the United States Supreme Court on the issue of representing her corporations. She had to make a choice, risk her properties or proceed with the appeal. In her final communications with the Attorney's landlord, a letter dated June 11, 2002, with copies to the Attorney General's Office; the Ridgefield Police Department; All three Connecticut Courts; the State of Connecticut Marshal's Commission; and to all parties involved, the Petitioner demanded that in accordance with Connecticut law, she expected that her offices remain in tact until the appeal to the United States Supreme Court was concluded (App. D13). She also made a plea to these State Offices/Agencies to insure that the VNA complies. The Attorney did not respond to her letter and at the time of the filing this appeal the Petitioner, Yvonne Liebel does not know the fate of her properties. (App. A at 85a and App. D13 at 231a "**EXECUTION**".)

REASON FOR GRANTING THE WRIT OF CERTIORARI

I

DENYING A CORPORATION A PRO SE APPEARANCE BY ITS APPOINTEDAGENT/CREATOR, WHO MAY NOT BE AN ATTORNEY, CONFLICTS WITH THEIR CONSTITUTIONAL RIGHTS TO FREEDOM OF SPEECH; FAIR REPRESENTATION; ACCESS TO THE COURTS AND DUE PROCESS OF LAW.

In the matter of *Margaret Maunder Associates, Inc., et al. v. A-Copy, Inc.* (40 Conn. Sup. 361 (1985) there exist many significant parallels to the Petitioners' situation and issues. "The named plaintiff, M Co., sought by way of an action instituted in the small claims division of the Superior Court, to recover damages from the defendant for an alleged misrepresentation made by it incident to its sale of a copy machine to M Co. The complaint was signed by M, the president and sole stockholder of M Co. After the matter was, on motion by the defendant, transferred to the regular docket, the defendant filed a motion for nonsuit, claiming that a corporation cannot represent itself or act through a person who, like M, is not an attorney. Held that, under the circumstances, M, as the sole owner and stockholder of M Co., would not be practicing law by representing M Co,; accordingly, the motion for nonsuit was denied."(**Petitioners' Comment**: The "eviction matter" is a Summary Process action in the Housing Session of the Superior Court, with many similarities to the Court's Small Claims Division.)

"De Mayo, J. This action was instituted on September 20, 1984, in the small claims division of the Superior Court. The complaint was signed by Margaret Maunder as president of the named plaintiff, a Connecticut corporation, and alleged that the defendant had sold them a copy machine represented to be a "demo" when it had actually been extensively used as rented equipment. The defendant moved to transfer the case from small claims division to the regular docket and that motion was granted. In the course of

hearing prior motions the court has suggested to Margaret Maunder to retain counsel to represent the corporation, of which she is president and sole stockholder. Maunder has responded that she cannot afford to retain counsel, has not been able to retain counsel and has no alternative, short of waiving her claim, but to act for the plaintiff corporation. She has so proceeded and has been an effective advocate and speaker and has at all times conducted herself with dignity and has been respectful to the court. The defendant has now filed a motion for nonsuit, claiming that a corporation cannot represent itself or act through another person who is not an attorney. At first blush, the defendant's position is sound, and the court is aware of the line of cases which supports its position. Maunder, however, raises some provocative issues in support of her position. She points out that corporations appear regularly in the small claims division, represented by an officer or employee, and section 51-15 of the general statutes provides for the commencement of such actions by an attorney or other person. Maunder also distinguishes her situation from that of the usual corporate plaintiff or defendant in that she is the sole stockholder of a subchapter S corporation and likens herself to a sole proprietorship In effect, she claims she is representing only herself and appearing only in her own cause."(**Petitioners' Comment**: in 1996, Defendant Eugene M. Grant requested from the Corporations' CPA, Defendant, Thomas F. Reynolds, to convert Alliance Capital, Inc. to a subchapter S corporation. Defendant Eugene M. Grant is the only other shareholder in this corporation. His reason was a tax consideration to which Yvonne Liebel agreed; General Homes, Inc. also, has Eugene M. Grant as the only other shareholder. He disposed of his shares, however, in May of 1997, contrary to shareholder agreements (App. F at Page 300, "Corporations Shareholders Agreements") leaving Petitioner, as only shareholder. Prior to Grant's position in the corporation, General Homes, Inc. served as a holding company, for Yvonne Liebel investments. Between 1990-1993, General Homes, Inc. contributed approx. $300,000 to the establishment of The Alliance Foundation, Inc. almost all the funds Petitioner, received

from the sale of her home in California; Alliance International Development Corp. has only Yvonne Liebel, as a shareholder. Although it received an IRS approval in late 1996 to be a holding/investment arm for The Alliance Foundation, Inc., it never activated its position due to the Defendants' supplanting Alliance with Bridge to Brotherhood, Inc.; The Alliance Foundation, Inc. is a 501 (c)(3), non-stock corporation. Following its debacle caused by the Defendants, Petitioner, Yvonne Liebel, spent several hundred thousand dollars by mortgaging her home for their survival and defense. Petitioners were unable to file tax returns since 1998 due to improprieties caused by their CPA, in cooperation with Defendant Eugene M. Grant and others.) "She also raises a due process claim and points out that by the simple procedural step of moving for a transfer to the regular docket, the defendant is attempting to deprive her of equal protection of the law. (**Petitioners' Comment**: Similar procedural step, depriving the Petitioners of their due process, occurred when the Chief Justice of the State of Connecticut, rendered its order on April 3, 2002, denying the Petitioners' a direct appeal to the Connecticut Supreme Court (where appeal from non-final decisions are allowed) in the "eviction matter", on the basis of a procedural error, and the transfer off all six appeals to the Appellate Court, where interlocutory appeals are seldom granted.) "It should be noted at the outset that rules and standards governing the practice of law have as their primary purpose the protection of the public and not the creation of any private advantage for lawyers. *Bar Association v. Connecticut Bank & Trust Co.*, 20 Conn. Sup. 248, 250, 131 A.2d 646 (1957).(**Petitioners Comment:** most of the Defendants/Respondents in these actions are attorneys. Violations of the Petitioners' constitutional rights work to the advantage of the Respondents in their capacity as both Defendants and Attorneys. Contributors to The Alliance Foundation, Inc. were given fraudulent and misleading information by the Defendants in order to cause an efficient transfer of The Alliance Foundation's assets and intellectual properties to their newly created charity, as more specifically described in the Third Amended Complaint filed in the "lead action"

on October 24, 2000.) "The courts have a tradition of protecting pro se parties so that their cases will be fully and fairly heard. To this end, an overly strict construction of the rules of practice is not encouraged."(**Petitioners Comments:** Petitioners were instructed by the Appellate/Supreme Court Chief Clerk that as pro se litigants they should refer to the Connecticut Practice Book for guidance when preparing and filing pleadings, and not expect assistance from the five Case Managers assigned to the individual actions, although all of whom are attorneys (App. A 13 at Page 21a.) "As pointed out by Maunder, Connecticut has for years permitted corporations to be represented in small claims matters by officers, agents and employees. Section 51-15 of the general statutes specifically provides for such actions to be commenced by a person other than an attorney. *In American Sand & Gravel, Inc. v. Clark & Fray Construction Co.*, 2 Conn. Cir. Ct. 284, 286, 198 A.2d 68 (1963), a case cited by the defendant, the court stated: "In spite of the obvious impropriety of the defendant's appearance, and the presence in court of its president as attorney, the defendant was accorded an opportunity to have its case fully and fairly heard." There is no indication in that case or in *Ero v. M & M enterprises, Inc.*, 39 Conn. Sup. 294, 477 A.2d 695 (1984),also cited by the defendant, that the officers who appeared for those corporate defendants were sole stockholders. "Section 51-88 (d) (2) of the General Statutes provides: "(T)he provisions of this section shall not be construed...as prohibiting any person from practicing law or pleading at the bar of any court of this state in his own cause." In *Bar Association v. Connecticut Bank & Trust Co.*, supra, 260, the court draws a distinction between acts performed by an individual or a corporation incidental to his or its own business and those acts performed for others. The court goes on to say: "Countless other examples could be cited of everyday legal transactions properly carried on by an individual or corporation whom they concern without the assistance of an attorney." Id.,261. Maunder would not be practicing law in this instance by acting on behalf of her corporation. The practice of law has been defined as giving legal

advice or rendering legal services for another in a true sense, for, although she is acting for a separate legal entity, she is the sole owner and stockholder of that entity. In effect, she is acting for herself, just as would be the case if this matter had remained in the small claims division or if this entity of hers were a sole proprietorship. Under the facts of this case, Maunder would not be practicing law if she represented the named corporate plaintiff, and it would be contrary to Section 51-88(d)(2) to deny her the right to pursue this action where she is acting "in...(her) own cause." Further, it would be a denial of equal protection of the law if she could represent her corporation in one division of the court but could be forced either to forgo suit or to spend money to hire counsel by the mere filing of a motion to transfer by her adversary. Finally, the representation of the corporate plaintiff by its owner poses no threat to the public well-being. **(Petitioners' Comment:** All The Alliance Foundation's friends and contributors are aware of this action, and should be as a matter of right.) " The defendant's motion for nonsuit for failure to appear is denied."

CONCLUSION

II

1. The quality of counsel the Petitioner, Yvonne Liebel was able to obtain on behalf of herself and her corporations was best described by opposing counsel at the Danbury Superior Court, at Danbury, Connecticut, Attorney Herbert Rosenberg in a March 18, 2002 hearing before Hon. Ginocchio, J. : " Mr. Rosenberg: Yes, thank you, Your Honor. Your honor, Ms. Liebel may not have a law degree but I think that for her to describe herself as a layperson after the pleadings that have been filed in this case is ludicrous. In fact, the pleadings that Mr. Williams has filed are little more than a repetition of what she's filed in here. She is very well aware of what is going on in the Court."**(Page 11 lines 25-27 and Page 12 lines 1-5);**
2. When the Courts put form before substance to stringently

enforce C.G.S. Section 51-88a, disregarding constitutional rights of corporations and their creators', causing substantial unnecessary costs and loss of dignity in their pursuit; When the Courts cause procedural error to induce adjudication results; When Courts, on matters of fundamental rights and liberties, transfer appeals from the Supreme Court to the Appellate Court and then dismiss them on procedure for being interlocutory; When a Judge forces a civil litigant to be represented at the trial by dismissed counsel; When a Marshal does not enter an eviction date on an Execution Order allowing the landlord access to the tenant's property before the tenant; And, When a civil litigant loses premises and properties resulting from this judicial process, it is against the moral and judicial code and principles of the United States of America.

Therefore, in the interest of justice and judicial economy, the Petitioners pray that the Court will allow Yvonne Liebel, to represent her corporations; That the Chief Justice Order and all subsequent orders rendered in the Trial Courts and Appellate/ Supreme Court, resulting from that order (All of Appendix A) will be overturned; And that cases pending in the Waterbury Superior Court Complex Litigation Docket be returned to their proper Court of venue, the Danbury Superior Court, so that finally, Petitioner, Yvonne Liebel could manage all related cases from a single Court.

In "Stopping by Woods on a Snowy Evening" Robert Frost, concluded with " But I have promises to keep, and miles to go before I sleep, and miles to go before I sleep." The Petitioner, Yvonne Liebel, and her Corporations have promises to keep and miles to go before they sleep in pursuit of their vision. They respectfully request from this highest court in the world, the permission to proceed. God Bless "America".

Respectfully Submitted,
/S/_____
Yvonne Liebel, Founder & CEO, pro se and agent for the Alliance Entities: Petitioner, Yvonne Liebel and the Petitioners Corporations.

Appendix A - Chief Justice Order, and all subsequent Courts' Orders resulting from said Order, sought to be reversed due to Court procedural error and violation of litigants' due process rights.

APPENDIX A

APPEAL-CIVIL
JD-SC-28 REV.2-99

TO SUPREME COURT

NAME OF CASE: THE VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC. V. THE ALLIANCE FOUNDATION, INC.

CLASSIFICATION: APPEAL

TRIED TO: COURT
TRIAL COURT LOCATION: 146 WHITE ST., DANBURY, CT 06810
TRIAL COURT JUDGE: GINOCCHIO
LIST ALL TRIAL COURT DOCKET NUMBERS: SP02-10636; CV-00-0338142-S; (X02) CV-01: 67482,67457,67458, 67556
JUDGMENT FOR: PLAINTIFF
JUDGMENT DATE: 3/25/02
CASE TYPE: TORT, HOUSING (Summary Process)
APPEAL FILED BY: DEFENDANT, THE ALLIANCE FOUNDATION, INC.; YVONNE LIEBEL
FROM: DENIAL OF DEFENDANT'S ATTORNEY'S MOTION TO WITHDRAW APPEARANCE; DENIAL OF MOTION TO FILE THIRD PARTY COMPLAINT; SUBSEQUENT DECISIONS
IF TO SUPREME COURT, STATUTORY BASIS FOR THE APPEAL (C.G.S.A. SEC. 51-199) : FIRST AMENDMENT AND DUE PROCESS OF LAW; C.G.S.A. SEC. 52-265a; C.G.S.A. SEC. 47a-35
BY: (SIGNATURE OF ATTORNEY OR PRO SE PARTY)
/S/YVONNE LIEBEL

TELEPHONE NO.: 310-657-2771 FAX NO: 310-657-2731 (attached)
TYPE NAME AND ADDRESS OF PERSON SIGNING ABOVE:
Y. LIEBEL, P.O. BOX 1153 RIDGEFIELD, CT 06877; 8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
INDICATE WHICH OF THE FOLLOWING ARE ATTACHED BY PLACING AN X IN PROPER BOX (S):

1. PRELIMINARY STATEMENT OF THE ISSUES
2. PRELIMINARY DESIGNATION OF PLEADINGS
3. COURT REPORTER'S ACKNOWLEDGMENT/CERTIFICATE RE TRANSCRIPT
5. STATEMENT FOR PREARGUMENT
8. DS1 (DOCKET SHEETS)

CERTIFICATION: I HEREBY CERTIFY THAT A COPY HEREOF WAS SERVED ON ALL COUNSEL AND PRO SE PARTIES OF RECORD IN ACCORDANCE WITH THE PROVISIONS OF SEC 62-7 ON: 3/27/02 /S/ YVONNE LIEBEL

TO BE COMPLETED BY TRIAL COURT CLERK

ENTRY FEE PAID
($250.00)

COURT USE ONLY-FILE DATE
MARCH 28, 2002 3:49 P.M.

JUDGE: DATE: DENY 52-265a
/S/ William j. Sullivan
CHIEF JUSTICE
4/3/02

SIGNED (CLERK OF THE COURT): /S/ ROBIN J. SMITH
DEPUTY CHIEF CLERK

APPENDIX A1

APPEAL-CIVIL
JD-SC-28 REV.2-99

TO SUPREME COURT

NAME OF CASE: THE ALLIANCE FOUNDATION, INC., ET AL. V. EUGENE GRANT ET AL (ATTACHED FULL NAMES OF CASES).

CLASSIFICATION: CORRECTED AMENDED APPEAL FORM

TRIED TO: COURT
TRIAL COURT LOCATION: 400 GRAND STREET, WATERBURY, CT 06702
TRIAL COURT JUDGE: SHELDON
LIST ALL TRIAL COURT DOCKET NUMBERS: (X02) CV-01: 67482,67457,67458, 67556; CV-00-0338142-S; SP02-10636
JUDGMENT FOR: DEFENDANT
JUDGMENT DATE: 3/12/02
CASE TYPE: CIVIL/TORT
APPEAL FILED BY: LIEBEL/ ALLIANCE (OTHER: ATTACHED)
FROM: DENIAL OF PLAINTIFFS' MOTION TO APPEAR; FAILURE TO TRANSFER A RELATED CASE; FAILURE TO RULE ON CONSOLIDATION OF PENDING RELATED ACTIONS
IF TO SUPREME COURT, STATUTORY BASIS FOR THE APPEAL (C.G.S.A. SEC. 51-199): FIRST AMENDMENT AND DUE PROCESS OF LAW; C.G.S.A. SEC. 52-265a
BY: (SIGNATURE OF ATTORNEY OR PRO SE PARTY)
/S/YVONNE LIEBEL
TELEPHONE NO.: 310-657-2771 FAX NO: 310-657-2731 (attached)
TYPE NAME AND ADDRESS OF PERSON SIGNING ABOVE:

Y. LIEBEL, P.O. BOX 1153 RIDGEFIELD, CT 06877; 8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
INDICATE WHICH OF THE FOLLOWING ARE ATTACHED BY PLACING AN X IN PROPER BOX (S):

1. PRELIMINARY STATEMENT OF THE ISSUES
2. PRELIMINARY DESIGNATION OF PLEADINGS
5. STATEMENT FOR PREARGUMENT
8. DS1 (DOCKET SHEETS)

CERTIFICATION: I HEREBY CERTIFY THAT A COPY HEREOF WAS SERVED ON ALL COUNSEL AND PRO SE PARTIES OF RECORD IN ACCORDANCE WITH THE PROVISIONS OF SEC 62-7 ON: 3/24/02 /S/ YVONNE LIEBEL

TO BE COMPLETED BY TRIAL COURT CLERK

ENTRY FEE PAID ($250.00)

COURT USE ONLY-FILE DATE MARCH 28, 2002 9:55 A.M.

JUDGE:

DATE:

SIGNED (CLERK OF THE COURT): /S/ WILLIAM HOEY
DEPUTY CHIEF CLERK
3-28-02

APPENDIX A2

APPEAL-CIVIL
JD-SC-28 REV.2-99

TO SUPREME COURT

NAME OF CASE: EUGENE M. GRANT V. THE ALLIANCE FOUNDATION, INC.

CLASSIFICATION: CORRECTED AMENDED APPEAL FORM

TRIED TO: COURT
TRIAL COURT LOCATION: 400 GRAND STREET, WATERBURY, CT 06702
TRIAL COURT JUDGE: SHELDON
LIST ALL TRIAL COURT DOCKET NUMBERS: (X02) CV-01: 67556; 67482,67457,67458,; CV-00-0338142-S; SP02-10636
JUDGMENT FOR: PLAINTIFF
JUDGMENT DATE: 3/12/02
CASE TYPE: CIVIL/TORT
APPEAL FILED BY: THE ALLIANCE FOUNDATION, INC.;
OTHER: Y. LIEBEL
FROM: DENIAL OF YL'S MOTIONS TO APPEAR AND JOIN AS A DEFENDANT; FAILURE TO TRANSFER A RELATED CASE; FAILURE TO RULE ON CONSOLIDATION.
IF TO SUPREME COURT, STATUTORY BASIS FOR THE APPEAL (C.G.S.A. SEC. 51-199): FIRST AMENDMENT AND DUE PROCESS OF LAW; C.G.S.A. SEC. 52-265a
BY: (SIGNATURE OF ATTORNEY OR PRO SE PARTY)
/S/YVONNE LIEBEL
TELEPHONE NO.: 310-657-2771 FAX NO: 310-657-2731 (attached)
TYPE NAME AND ADDRESS OF PERSON SIGNING ABOVE:
Y. LIEBEL, P.O. BOX 1153 RIDGEFIELD, CT 06877; 8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
INDICATE WHICH OF THE FOLLOWING ARE ATTACHED BY PLACING AN X IN PROPER BOX (S):

1. PRELIMINARY STATEMENT OF THE ISSUES
2. PRELIMINARY DESIGNATION OF PLEADINGS
5. STATEMENT FOR PREARGUMENT
8. DS1 (DOCKET SHEETS)

CERTIFICATION: I HEREBY CERTIFY THAT A COPY HEREOF WAS SERVED ON ALL COUNSEL AND PRO SE PARTIES OF RECORD IN ACCORDANCE WITH THE PROVISIONS OF SEC 62-7 ON: 3/24/02 /S/ YVONNE LIEBEL

TO BE COMPLETED BY TRIAL COURT CLERK

ENTRY FEE PAID
($250.00)

COURT USE ONLY-FILE DATE
MARCH 28, 2002 9:55 A.M.

JUDGE: DATE:

SIGNED (CLERK OF THE COURT): /S/ WILLIAM HOEY
DEPUTY CHIEF CLERK
3-28-02

APPENDIX A3

APPEAL-CIVIL
JD-SC-28 REV.2-99

TO SUPREME COURT

NAME OF CASE: EUGENE M. GRANT V. ALLIANCE CAPITAL, INC.

CLASSIFICATION: CORRECTED AMENDED APPEAL FORM

TRIED TO: COURT
TRIAL COURT LOCATION: 400 GRAND STREET, WATERBURY, CT 06702
TRIAL COURT JUDGE: SHELDON

LIST ALL TRIAL COURT DOCKET NUMBERS: (X02) CV-01: 67457; 67556; 67482,67458,; CV-00-0338142-S; SP02-10636
JUDGMENT FOR: PLAINTIFF
JUDGMENT DATE: 3/12/02
CASE TYPE: CIVIL/TORT
APPEAL FILED BY: ALLIANCE CAPITAL, INC.; OTHER: Y. LIEBEL
FROM: DENIAL OF YL'S MOTIONS TO APPEAR AND JOIN AS A DEFENDANT; FAILURE TO TRANSFER A RELATED CASE; FAILURE TO RULE ON CONSOLIDATION.
IF TO SUPREME COURT, STATUTORY BASIS FOR THE APPEAL (C.G.S.A. SEC. 51-199): FIRST AMENDMENT AND DUE PROCESS OF LAW; C.G.S.A. SEC. 52-265a
BY: (SIGNATURE OF ATTORNEY OR PRO SE PARTY)
/S/YVONNE LIEBEL
TELEPHONE NO.: 310-657-2771 FAX NO: 310-657-2731 (attached)
TYPE NAME AND ADDRESS OF PERSON SIGNING ABOVE:
Y. LIEBEL, P.O. BOX 1153 RIDGEFIELD, CT 06877; 8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
INDICATE WHICH OF THE FOLLOWING ARE ATTACHED BY PLACING AN X IN PROPER BOX (S):

1. PRELIMINARY STATEMENT OF THE ISSUES
2. PRELIMINARY DESIGNATION OF PLEADINGS
5. STATEMENT FOR PREARGUMENT
8. DS1 (DOCKET SHEETS)

CERTIFICATION: I HEREBY CERTIFY THAT A COPY HEREOF WAS SERVED ON ALL COUNSEL AND PRO SE PARTIES OF RECORD IN ACCORDANCE WITH THE PROVISIONS OF SEC 62-7 ON: 3/24/02 /S/ YVONNE LIEBEL

TO BE COMPLETED BY TRIAL COURT CLERK

ENTRY FEE PAID ($250.00)

COURT USE ONLY-FILE DATE MARCH 28, 2002 9:55 A.M.

JUDGE: DATE:

SIGNED (CLERK OF THE COURT): /S/ WILLIAM HOEY
DEPUTY CHIEF CLERK
3-28-02

APPENDIX A4

APPEAL-CIVIL
JD-SC-28 REV.2-99

TO SUPREME COURT

NAME OF CASE: EUGENE M. GRANT V. ALLIANCE CAPITAL, INC.

CLASSIFICATION: CORRECTED AMENDED APPEAL FORM

TRIED TO: COURT
TRIAL COURT LOCATION: 400 GRAND STREET, WATERBURY, CT 06702
TRIAL COURT JUDGE: SHELDON
LIST ALL TRIAL COURT DOCKET NUMBERS: (X02) CV-01: 67458; 67556; 67482,67457,; CV-00-0338142-S; SP02-10636
JUDGMENT FOR: PLAINTIFF
JUDGMENT DATE: 3/12/02
CASE TYPE: CIVIL/TORT
APPEAL FILED BY: ALLIANCE CAPITAL, INC.; OTHER: Y. LIEBEL
FROM: DENIAL OF YL'S MOTIONS TO APPEAR AND JOIN AS A DEFENDANT; FAILURE TO TRANSFER A RELATED CASE; FAILURE TO RULE ON CONSOLIDATION.

IF TO SUPREME COURT, STATUTORY BASIS FOR THE APPEAL (C.G.S.A. SEC. 51-199): FIRST AMENDMENT AND DUE PROCESS OF LAW; C.G.S.A. SEC. 52-265a
BY: (SIGNATURE OF ATTORNEY OR PRO SE PARTY)
/S/YVONNE LIEBEL
TELEPHONE NO.: 310-657-2771 FAX NO: 310-657-2731 (attached)
TYPE NAME AND ADDRESS OF PERSON SIGNING ABOVE:
Y. LIEBEL, P.O. BOX 1153 RIDGEFIELD, CT 06877; 8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
INDICATE WHICH OF THE FOLLOWING ARE ATTACHED BY PLACING AN X IN PROPER BOX (S):

1. PRELIMINARY STATEMENT OF THE ISSUES
2. PRELIMINARY DESIGNATION OF PLEADINGS
5. STATEMENT FOR PREARGUMENT
8. DS1 (DOCKET SHEETS)

CERTIFICATION: I HEREBY CERTIFY THAT A COPY HEREOF WAS SERVED ON ALL COUNSEL AND PRO SE PARTIES OF RECORD IN ACCORDANCE WITH THE PROVISIONS OF SEC 62-7 ON: 3/24/02 /S/ YVONNE LIEBEL

TO BE COMPLETED BY TRIAL COURT CLERK

ENTRY FEE PAID
($250.00)

COURT USE ONLY-FILE DATE
MARCH 28, 2002 9:55 A.M.

JUDGE: DATE:

SIGNED (CLERK OF THE COURT): /S/ WILLIAM HOEY
DEPUTY CHIEF CLERK
3-28-02

APPENDIX A5

APPEAL-CIVIL
JD-SC-28 REV.2-99

TO SUPREME COURT

NAME OF CASE: DTL-USA, INC. AND YVONNE LIEBEL VS. RIDGEFIELD BANK (SEE ATTACHED)

CLASSIFICATION: CORRECTED AMENDED APPEAL FORM

TRIED TO: COURT
TRIAL COURT LOCATION: 146 WHITE ST. DANBURY, CT 06810; 400 GRAND STREET, WATERBURY, CT 06702
TRIAL COURT JUDGE: LANGENBACH; HILLER; SHELDON
LIST ALL TRIAL COURT DOCKET NUMBERS: ,; CV-00-0338142-S; (X02) CV-01: 67458; 67556; 67482,67457; SP02-10636
JUDGMENT FOR: DEFENDANT
JUDGMENT DATE: 3/1/02 (ATTACHED)
CASE TYPE: CIVIL/TORT
APPEAL FILED BY: PLAINTIFF, DTL-USA, INC.; Y. LIEBEL
FROM: DENIAL OF P'S MOTIONS TO APPEAR; FAILURE TO TRANSFER CASE TO COMPLEX LITIGATION DOCKET W/ RELATED CASES; FAILURE TO RULE ON MOTIONS TO CONSOLIDATE WITH OTHER PENDING ACTIONS
IF TO SUPREME COURT, STATUTORY BASIS FOR THE APPEAL (C.G.S.A. SEC. 51-199): FIRST AMENDMENT AND DUE PROCESS OF LAW; C.G.S.A. SEC. 52-265a
BY: (SIGNATURE OF ATTORNEY OR PRO SE PARTY)
/S/YVONNE LIEBEL
TELEPHONE NO.: 310-657-2771 FAX NO: 310-657-2731 (attached)
TYPE NAME AND ADDRESS OF PERSON SIGNING ABOVE:

Y. LIEBEL, P.O. BOX 1153 RIDGEFIELD, CT 06877; 8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
INDICATE WHICH OF THE FOLLOWING ARE ATTACHED BY PLACING AN X IN PROPER BOX (S):

1. PRELIMINARY STATEMENT OF THE ISSUES
2. PRELIMINARY DESIGNATION OF PLEADINGS
5. STATEMENT FOR PREARGUMENT
8. DS1 (DOCKET SHEETS)

CERTIFICATION: I HEREBY CERTIFY THAT A COPY HEREOF WAS SERVED ON ALL COUNSEL AND PRO SE PARTIES OF RECORD IN ACCORDANCE WITH THE PROVISIONS OF SEC 62-7 ON: 3/24/02 /S/ YVONNE LIEBEL

TO BE COMPLETED BY TRIAL COURT CLERK

ENTRY FEE PAID ($250.00)

COURT USE ONLY-FILE DATE MARCH 26, 2002

JUDGE:

DATE:

SIGNED (CLERK OF THE COURT): /S/ ROBIN J. SMITH
DEPUTY CHIEF CLERK

APPENDIX A6

STATE OF CONNECTICUT

Francis J. Drumm, Jr.
Chief Clerk
860-757-2200

SUPREME COURT
APPELLATE COURT

231 capitol Avenue
Drawer Z. Station A
Hartford, CT 06106

April 5, 2002

Re: S.C. 16718 The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc.

Dear Ms. Liebel:

The appeal form you filed on March 26, 2002 had, in the section entitled "if to Supreme Court, Statutory Basis for the appeal, " a reference to General Statutes Section 52-265a. In light of that reference, and pursuant to that statute and the rules of appellate practice, the matter was referred to the Chief Justice for his action. To the extent that you intended the reference to be a petition to the Chief Justice for certification to appeal, the Chief Justice has denied your petition.

Because the matters you are seeking to have reviewed by direct appeal are not within the jurisdiction of the Supreme Court (See General StatuteS Section 51-199), the appeal is transferred, pursuant to Section 65-4 of the rules of appellate procedure, to the Appellate Court. The case is assigned the docket number AC22893. Use only the Appellate Court number on all future filings. Briefing is in accordance with Practice Book Section 67-1 et seq. Your new case manager is attorney Allen Gannuscio. He may be reached at the number listed below.

Very truly yours,
/S/Francis J. Drumm, Jr.

Notice sent: April 5, 2002
John R. Williams
Herbert F. Rosenberg
Clerk, Danbury J.D. (SP02-10636)
Hon. James P. Ginocchio

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A7

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 5, 2002

Re: S.C. 16717 DTL-USA, Inc., et al. v. Ridgefield Bank

Dear Ms. Liebel:

The appeal form you filed on March 26, 2002 had, in the section entitled "if to Supreme Court, Statutory Basis for the appeal, " a reference to General Statutes Section 52-265a. In light of that reference, and pursuant to that statute and the rules of appellate practice, the matter was referred to the Chief Justice for his action. To the extent that you intended the reference to be a petition to the Chief Justice for certification to appeal, the Chief Justice has denied your petition.

Because the matters you are seeking to have reviewed by direct appeal are not within the jurisdiction of the Supreme Court (See General Statute Section 51-199), the appeal is transferred, pursuant to Section 65-4 of the rules of appellate procedure, to the Appellate Court. The case is assigned the docket number **AC22892.** Use only the Appellate Court number on all future filings. Briefing is in accordance with Practice Book Section 67-1 et seq. Your new case manager is Attorney Carolyn Ziogas. She may be reached at the number listed below.

Very truly yours,
/S/
Francis J. Drumm, Jr.

Notice sent: April 5, 2002

Joyce Morin
Halloran & Sage, LLP
Clerk, Danbury J.D. (CV00-0338142)
Hon. Gary J. White

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A8

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 5, 2002

Re: S.C. 16722 The Alliance Foundation, Inc. et al. v. Eugene Grant et al.

Dear Ms. Liebel:

The appeal form you filed on March 28, 2002 had, in the section entitled "if to Supreme Court, Statutory Basis for the appeal, " a reference to General Statutes Section 52-265a. In light of that reference, and pursuant to that statute and the rules of appellate practice, the matter was referred to the Chief Justice for his action. To the extent that you intended the reference to be a petition to the Chief Justice for certification to appeal, the Chief Justice has denied your petition.

Because the matters you are seeking to have reviewed by direct appeal are not within the jurisdiction of the Supreme Court (See General Statute Section 51-199), the appeal is transferred, pursuant to Section 65-4 of the rules of appellate procedure, to the Appellate Court. The case is assigned the docket number **AC22896.** Use only the Appellate Court number on all future filings. Briefing is in accordance with Practice Book Section 67-1 et seq. Your new case manager is Attorney Michele T. Angers. She may be reached at the number listed below.

Very truly yours,
/S/
Francis J. Drumm, Jr.

Notice sent: April 5, 2002
Joyce Morin
Robinson & Cole LLP
Curtis Mallet-Prevost Colt & Mosle, LLP
Halloran & Sage, LLP
Clerk, Waterbury J.D. (CV01-0167482S)
Hon. Michael R. Sheldon

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A9

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 5, 2002

Re: S.C. 16723 Eugene M. Grant V. The Alliance Foundation, Inc.

Dear Ms. Liebel:

The appeal form you filed on March 28, 2002 had, in the section entitled "if to Supreme Court, Statutory Basis for the appeal, " a reference to General Statutes Section 52-265a. In light of that reference, and pursuant to that statute and the rules of appellate practice, the matter was referred to the Chief Justice for his action. To the extent that you intended the reference to be a petition to the Chief Justice for certification to appeal, the Chief Justice has denied your petition.

Because the matters you are seeking to have reviewed by direct appeal are not within the jurisdiction of the Supreme Court (See General Statute Section 51-199), the appeal is transferred, pursuant to Section 65-4 of the rules of appellate procedure, to the Appellate Court. The case is assigned the docket number **AC22897.** Use only the Appellate Court number on all future filings. Briefing is in accordance with Practice Book Section 67-1 et seq. Your new case manager is Attorney Michele T. Angers. She may be reached at the number listed below.

Very truly yours,
/S/
Francis J. Drumm, Jr.

Notice sent: April 5, 2002
Joyce Morin
Kevin Ahern
Robinson & Cole LLP
Clerk, Waterbury J.D. (CV01-0167482S)
Hon. Michael R. Sheldon

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A10

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 5, 2002

Re: S.C. 16721 Eugene M. Grant v. Alliance Capital, Inc.

Dear Ms. Liebel:

The appeal form you filed on March 28, 2002 had, in the section entitled "if to Supreme Court, Statutory Basis for the appeal, " a reference to General Statutes Section 52-265a. In light of that reference, and pursuant to that statute and the rules of appellate practice, the matter was referred to the Chief Justice for his action. To the extent that you intended the reference to be a petition to the Chief Justice for certification to appeal, the Chief Justice has denied your petition.

Because the matters you are seeking to have reviewed by direct appeal are not within the jurisdiction of the Supreme Court (See General Statute Section 51-199), the appeal is transferred, pursuant to Section 65-4 of the rules of appellate procedure, to the Appellate Court. The case is assigned the docket number **AC22895.** Use only the Appellate Court number on all future filings. Briefing is in accordance with Practice Book Section 67-1 et seq. Your new case manager is Attorney Carolyn Ziogas. She may be reached at the number listed below.

Very truly yours,
/S/
Francis J. Drumm, Jr.

Notice sent: April 5, 2002
Joyce Morin
Kevin Ahern
Robinson & Cole, LLP
Clerk, Waterbury J.D. (CV01-0167458S)
Hon. Michael R. Sheldon

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A11

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 5, 2002

Re: S.C. 16719 Eugene M. Grant V. Alliance Capital, Inc.

Dear Ms. Liebel:

The appeal form you filed on March 28, 2002 had, in the section entitled "if to Supreme Court, Statutory Basis for the appeal, " a reference to General Statutes Section 52-265a. In light of that reference, and pursuant to that statute and the rules of appellate practice, the matter was referred to the Chief Justice for his action. To the extent that you intended the reference to be a petition to the Chief Justice for certification to appeal, the Chief Justice has denied your petition.

Because the matters you are seeking to have reviewed by direct appeal are not within the jurisdiction of the Supreme Court (See General Statute Section 51-199), the appeal is transferred, pursuant to Section 65-4 of the rules of appellate procedure, to the Appellate Court. The case is assigned the docket number **AC22894.** Use only the Appellate Court number on all future filings. Briefing is in accordance with Practice Book Section 67-1 et seq. Your new case manager is Attorney Carolyn Ziogas. She may be reached at the number listed below.

Very truly yours,
/S/
Francis J. Drumm, Jr.

Notice sent: April 5, 2002
Joyce Morin
Kevin Ahern
Robinson & Cole LLP
Clerk, Waterbury J.D. (cv01-0167482S)
Hon. Michael R. Sheldon

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A12

APPELLATE COURT
STATE OF CONNECTICUT

AC 22893

THE VISITING NURSE ASSOCIATION OF RIDGEFIELD
V.
THE ALLIANCE FOUNDATION, INC.

April 5, 2002

ORDER

IT APPEARING THAT THE APPELLANT YVONNE LIEBEL'S PRELIMINARY STATEMENT OF ISSUES, DESIGNATION OF PLEADINGS FOR THE DUPLICATED RECORD WITH THE FILING DATE OF EACH ITEM AND THE NUMBER ASSIGNED TO EACH ITEM, CERTIFICATE RE: TRANSCRIPT AND, IF TRANSCRIPT HAS BEEN ORDERED, A COURT REPORTER'S WRITTEN ACKNOWLEDGMENT OF THE TRANSCRIPT ORDER WITH AN ESTIMATED NUMBER OF PAGES AND ESTIMATED DELIVERY DATE, AND DOCKETING STATEMENT WERE DUE ON OR BEFORE MARCH 28, 2002 AND HAS NOT BEEN FILED, IT IS HEREBY ORDERED THAT THE ABOVE-CAPTIONED APPEAL WILL BE DISMISSED UNLESS THE APPELLANT YVONNE LIEBEL'S DOCUMENTS ARE FILED ON OR BEFORE APRIL 12, 2002.

BY THE COURT
BY /S/ALAN M. GANNUSCIO
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 4/5/02
JOHN R. WILLIAMS
YVONNE LIEBEL, PRO SE
HERBERT F. ROSENBERG
HOUSING AT DANBURY SP02-10636
bjm 261

1000/013085

APPENDIX A13

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

(Sent April 5, 2002)

NOTICE TO PERSONS APPEARING "PRO SE"

You have a "pro se" appearance in a case on appeal. You are the person to whom the Clerk's Office will send notice of the orders of the court or when there is a need to appear in court. You alone are responsible for the filing of any necessary papers. You are obligated to appear at court whenever you receive notice to do so.

YOU ARE BOUND TO FOLLOW THE RULES OF PRACTICE.

Do not expect special consideration because you are a layperson. The Court rules are found in the Connecticut Practice Boojk that may be found in law libraries throughout the state. You must consult the Practice Book if you wish to obtain information on the procedural aspects of your appeal. Please remember that the people who work in the Clerk's office are Court officials. As such, they cannot give legal advice and are very limited in the way they may assist you with respect to your appeal.

If your appearance is "in addition to" counsel, only counsel will be permitted to file pleadings, to prepare briefs, and to argue the cause. If you later hire counsel and counsel appears "in addition to" you, your obligation to pursue the appeal is ended; counsel will pursue the appeal on your behalf.

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A14

APPELLATE COURT
STATE OF CONNECTICUT

AC 22894

EUGENE M. GRANT
V.
ALLIANCE CAPITAL, INC.

April 8, 2002

ORDER

IT APPEARING THAT THE PRELIMINARY STATEMENT OF ISSUES, DOCKETING STATEMENT, PREARGUMENT CONFERENCE STATEMENT, DRAFT JUDGMENT FILE, DESIGNATION OF THE SPECIFIC PLEADINGS IN THE TRIAL COURT CASE FILE AND CERTIFICATE REGARDING THE TRANSCRIPT OF THE APPELLANT YVONNE LIEBEL WERE DUE ON OR BEFORE MARCH 26, 2002, AND HAVE NOT BEEN FILED, IT IS HEREBY ORDERED THAT THE ABOVE - CAPTIONED APPEAL WILL BE DISMISSED UNLESS THE AFOREMENTIONED DOCUMENTS ARE FILED ON OR BEFORE APRIL 15, 2002.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 4/8/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN
bjm

1000/013085

010264

APPENDIX A15

APPELLATE COURT
STATE OF CONNECTICUT

AC 22895

EUGENE M. GRANT
V.
ALLIANCE CAPITAL, INC.

April 8, 2002

ORDER

IT APPEARING THAT THE PRELIMINARY STATEMENT OF ISSUES, DOCKETING STATEMENT, PREARGUMENT CONFERENCE STATEMENT, DRAFT JUDGMENT FILE, DESIGNATION OF THE SPECIFIC PLEADINGS IN THE TRIAL COURT CASE FILE AND CERTIFICATE REGARDING THE TRANSCRIPT OF THE APPELLANT YVONNE LIEBEL WERE DUE ON OR BEFORE MARCH 28, 2002, AND HAVE NOT BEEN FILED, IT IS HEREBY ORDERED THAT THE ABOVE – CAPTIONED APPEAL WILL BE DISMISSED UNLESS THE AFOREMENTIONED DOCUMENTS ARE FILED ON OR BEFORE APRIL 15, 2002.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 4/8/02
ROBINSON & COLE
YVONNE LIEBEL, PRO SE
KEVIN AHERN

dcm #0262

APPENDIX A16

APPELLATE COURT
STATE OF CONNECTICUT

AC 22892

DTL-USA, INC. ET AL
V.
RIDGEFIELD BANK

April 8, 2002

ORDER

IT APPEARING THAT THE PRELIMINARY STATEMENT OF ISSUES, DOCKETING STATEMENT, PREARGUMENT CONFERENCE STATEMENT, DRAFT JUDGMENT FILE, DESIGNATION OF THE SPECIFIC PLEADINGS IN THE TRIAL COURT CASE FILE AND CERTIFICATE REGARDING THE TRANSCRIPT OF THE APPELLANT YVONNE LIEBEL WERE DUE ON OR BEFORE MARCH 26, 2002, AND HAVE NOT BEEN FILED, IT IS HEREBY ORDERED THAT THE ABOVE - CAPTIONED APPEAL WILL BE DISMISSED UNLESS THE AFOREMENTIONED DOCUMENTS ARE FILED ON OR BEFORE APRIL 15, 2002.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 4/8/02
YVONNE LIEBEL, PRO SE
JOYCE MORIN
HALLORAN & SAGE, LLP

er

APPENDIX A17

AC 22897

EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC.

APPELLATE COURT
STATE OF CONNECTICUT
APRIL 8, 2002

ORDER

IT APPEARING THAT THE PRELIMINARY STATEMENT OF ISSUES, THE PRELIMINARY DESIGNATION OF SPECIFIC PLEADINGS, THE CERTIFICATE RE TRANSCRIPT AND, IF TRANSCRIPT IS NECESSARY, THE COURT REPORTER'S TRANSCRIPT ORDER ACKNOWLEDGMENT FORM WITH AN ESTIMATED DELIVERY DATE, THE PREARGUMENT CONFERENCE STATEMENT, DRAFT JUDGMENT FILE, AND THE DOCKETING STATEMENT OF THE APPELLANT YVONNE LIEBEL WHICH WERE DUE ON OR BEFORE MARCH 26, 2002, AND HAVE NOT BEEN FILED, IT IS HEREBY ORDERED THAT THE ABOVE -CAPTIONED APPEAL WILL BE DISMISSED UNLESS THE AFOREMENTIONED DOCUMENTS REQUIRED BY P.B. SECTION 63-4 ARE FILED BY THE APPELLANT ON OR BEFORE APRIL 15, 2002.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: 4/8/02
Y. LIEBEL, PRO SE
K. AHERN
J. MORIN
ROBINSON & COLE, LLP
Bjm #010266

APPENDIX A18

AC 22896

THE ALLIANCE FOUNDATION, INC.
ET AL.
V.
EUGENE M. GRANT ET AL

APPELLATE COURT
STATE OF CONN.
APRIL 8, 2002

ORDER

IT APPEARING THAT THE PRELIMINARY STATEMENT OF ISSUES, THE PRELIMINARY DESIGNATION OF SPECIFIC PLEADINGS, THE CERTIFICATE RE TRANSCRIPT AND, IF TRANSCRIPT IS NECESSARY, THE COURT REPORTER'S TRANSCRIPT ORDER ACKNOWLEDGMENT FORM WITH AN ESTIMATED DELIVERY DATE, THE PREARGUMENT CONFERENCE STATEMENT, DRAFT JUDGMENT FILE, AND THE DOCKETING STATEMENT OF THE APPELLANT YVONNE LIEBEL WHICH WERE DUE ON OR BEFORE MARCH 26, 2002, AND HAVE NOT BEEN FILED, IT IS HEREBY ORDERED THAT THE ABOVE -CAPTIONED APPEAL WILL BE DISMISSED UNLESS THE AFOREMENTIONED DOCUMENTS REQUIRED BY P.B. SECTION 63-4 ARE FILED BY THE APPELLANT ON OR BEFORE APRIL 15, 2002.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: 4/8/02
Y. LIEBEL, PRO SE
J. MORIN
ROBINSON & COLE, LLP
HALLORAN & SAGE, LLP
CURTIS MALLET-PREVOST COLT & MOSLE, LLP
bjm

#010265

APPENDIX A19

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 11, 2002

Hon. Michael R. Sheldon
400 Grand Street
Waterbury, CT 06702

Re: A.C. 22895 Eugene M. Grant v. Alliance Capital, Inc.

Dear Judge Sheldon:

Enclosed is a motion to enter default or in the alternative to terminate stay filed in the captioned matter which I am sending to you pursuant to P.B Section 61-11 (d). Following the requisite hearing, please return your ruling on the motion to this office. An addressed envelope is enclosed for your convenience.

Thank you for your assistance.

Very truly yours,
/S/
Carolyn C. Ziogas
Assistant Clerk-Appellate

Encl:
Cc: Clerk, Waterbury Superior Court, (CV01-0167458S)
ct

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Garnuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A20

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 11, 2002

Hon. Michael R. Sheldon
400 Grand Street
Waterbury, CT 06702

Re: A.C. 22894 Eugene M. Grant v. Alliance Capital, Inc.

Dear Judge Sheldon:

Enclosed is a motion to enter default or in the alternative to terminate stay filed in the captioned matter which I am sending to you pursuant to P.B Section 61-11 (d). Following the requisite hearing, please return your ruling on the motion to this office. An addressed envelope is enclosed for your convenience.

Thank you for your assistance.

Very truly yours,
/S/Carolyn C. Ziogas
Assistant Clerk-Appellate

Encl:
Cc: Clerk, Waterbury Superior Court, (CV01-0167457S)
CCZ/er

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A21

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 11, 2002

Hon. Michael R. Sheldon
400 Grand Street
Waterbury, CT 06702

Re: A.C. 22897 Eugene M. Grant v. The Alliance Foundation, Inc., Inc.

Dear Judge Sheldon:

Enclosed is a motion to enter default or in the alternative to terminate stay filed in the captioned matter which I am sending to you pursuant to P.B Section 61-11 (d). Following the requisite hearing, please return your ruling on the motion to this office. An addressed envelope is enclosed for your convenience.

Thank you for your assistance.

Very truly yours,
/S/Carolyn C. Ziogas for
Deputy Chief Clerk

Encl:
Cc: Clerk, Waterbury Superior Court, (CV01-0167556S)
ct

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A22

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 11, 2002

Hon. Michael R. Sheldon
400 Grand Street
Waterbury, CT 06702

Re: A.C. 22896 The Alliance Foundation, Inc. et al. v. Eugene Grant, et al.

Dear Judge Sheldon:

Enclosed is a motion to enter default or in the alternative to terminate stay filed in the captioned matter which I am sending to you pursuant to P.B Section 61-11 (d). Following the requisite hearing, please return your ruling on the motion to this office. An addressed envelope is enclosed for your convenience.

Thank you for your assistance.

Very truly yours,
/S/Carolyn C. Ziogas for
Michele T. Angers
Deputy Chief Clerk

Encl:
Cc: Clerk, Waterbury Superior Court, (CV01-0167482S) ct

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A23

SUPREME COURT
STATE OF CONNECTICUT

NO. SC 16717

DTL-USA, INC., ET AL.
V.
RIDGEFIELD BANK :APRIL 19, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED APRIL 15, 2002, FOR RECONSIDERATION, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT (SULLIVAN, C.J.)
BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
HALLORAN & SAGE, LLP
YVONNE LIEBEL, PRO SE
JOYCE MORIN 363/011369

APPENDIX A24

SUPREME COURT
STATE OF CONNECTICUT

NO. SC 16718
THE VISITING NURSE ASSOCIATION OF RIDGEFIELD
V.
THE ALLIANCE FOUNDATION, INC. :APRIL 19, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED APRIL 15, 2002, FOR RECONSIDERATION, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT (SULLIVAN, C.J.)
BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
HERBERT F. ROSENBERG
JOHN R. WILLIAMS
YVONNE LIEBEL, PRO SE

363/011370

APPENDIX A25

SUPREME COURT
STATE OF CONNECTICUT

NO. SC 16719
EUGENE GRANT
V.
ALLIANCE CAPITAL, INC. :APRIL 19, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED APRIL 15, 2002, FOR RECONSIDERATION, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT (SULLIVAN, C.J.)
BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN 363/011371

APPENDIX A26

SUPREME COURT
STATE OF CONNECTICUT

NO. SC 16721
EUGENE M. GRANT
V.
ALLIANCE CAPITAL, INC. :APRIL 19, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED APRIL 15, 2002, FOR RECONSIDERATION, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT (SULLIVAN, C.J.)
BY /S/ MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN 363/011372

APPENDIX A27

SUPREME COURT
STATE OF CONNECTICUT

NO. SC 16722
THE ALLIANCE FOUNDATION, INC., ET AL
V.
EUGENE GRANT ET AL :APRIL 19, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED APRIL 15, 2002, FOR RECONSIDERATION, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT (SULLIVAN, C.J.)
BY /S/ MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
ROBINSON & COLE, LLP
HALLORAN & SAGE, LLP
CURTIS MALLET-PREVOST COLT & MOSLE, LLP
YVONNE LIEBEL, PRO SE
JOYCE MORIN 363/011373

APPENDIX A28

SUPREME COURT
STATE OF CONNECTICUT

NO. SC 16723
EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC. :APRIL 19, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED APRIL 15, 2002, FOR RECONSIDERATION, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT (SULLIVAN, C.J.)
BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN

363/011369

APPENDIX A29

APPELLATE COURT
STATE OF CONNECTICUT

AC 22832
THE VISITING NURSE ASSOCIATION OF RIDGEFIELD
V.
THE ALLIANCE FOUNDATION, INC. :APRIL 19, 2002

ORDER

THE MOTION OF YVONNE LIEBEL, FILED APRIL 19, 2002, FOR STAY OF PROCEEDINGS HAVING BEEN PRESENTED TO THE COURT, IT IS HER EBY ORDERED DISMISSED.

BY THE COURT
BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
HERBERT F. ROSENBERG
JOHN R. WILLIAMS
YVONNE LIEBEL
HOUSING AT DANBURY SP02-10636
GF

1000/013085

APPENDIX A30

NO. (X02) CV-01-0167482-S
THE ALLIANCE FOUNDATION, INC. ET AL. : **SUPERIOR COURT**
:
: **J.D. OF WATERBURY**
v. :**COMPLEX LITIGATION**
: **DOCKET**
EUGENE GRANT, ET AL. : **MARCH 12, 2002**

MEMORANDUM ORDER RE: MOTION TO APPEAR ON BEHALF OF THE CORPORATIONS : THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.; AND GENERAL HOMES, INC. (THE "ALLIANCE ENTITIES")

On or about February 5, 2002, pro se plaintiff Yvonne Liebel moved this Court, "pursuant to her capacity as pro se in the above matter and shareholder/officer/partner/founder/founder/CEO and representative of the above corporations," for permission to appear personally on behalf of all of her above-named co-plaintiffs, which she described as the "Alliance Entities." In support of this motion, Ms. Liebel referenced several documents previously filed with the Court which purportedly detail a 5-year effort by her to secure zealous legal representation for the plaintiffs in their dispute with these defendants despite what she claims to have "severe interference by the defendants." Among the forms of interference of

which Ms. Liebel has accused the defendants are: a break-in to the offices of The Alliance Foundation ("the Foundation") in Ridgefield, Connecticut and the flooding of the Foundation's accounting documents; problems with mail, telephone and security systems at the Foundation's offices; problems with renewal of insurance policies managed by local agents; manipulation of loan documents and appraisals by her lender, which allegedly barred financing of this litigation and may cause the loss of her house; severe changes to the water (well) and air quality of her residence due to the presence of bromine, which caused her upper respiratory problems, dizziness, headaches and other conditions; forced departure from her contaminated home, at a huge expense, to stay in hotels where computers were available to prepare Court pleadings for this case; removal of evidence from her rooms and her car while she stayed in these hotels; racking of her car windshield when the car was parked in security parking; vandalism at her house when the outside lights suddenly went out in early July of 2001; and her father's suffering of a stroke when he was apparently in excellent health.

Some of these events have been documented; others have not. None, however, has been tied to any of these defendants except by Ms. Liebel's unsupported accusations. Hence, their occurrence, though surely distressing to Ms. Liebel, afford this Court no basis for giving the plaintiffs special treatment in their quest for self representation.

Even, however, if the defendants were somehow implicated in the conduct alleged against them, the plaintiffs' remedy in this case would not be permission from the Court to represent themselves without a lawyer. The rule in this State is very clear: a corporation cannot represent itself in a judicial proceeding, and a corporate officer or shareholder who is not a lawyer cannot do so on its behalf. *See, e.g.*, Triton Associates v. Six New Corp., 14 Conn. App. 172, 176, 540 A.2d 95 (1988) (distinguishing and limiting to its facts the case of Margaret Maunder Associates, Inc. v. A-Copy, Inc., 40 Conn. Sup. 361, 499 A.2d 1172 (1985), where a corporation which

originally filed a small claims action pro se, as permitted by Practice book Section 552 (now Section 24-6), was allowed to represent itself without counsel after the case was transferred to the regular docket at the instance of its opponent); **Expressway associates II v. Friendly Ice Cream Corp.**, 34 Conn. App. 543, 547 n. 7, 642 A.2d 62 (1994) (quoting **Triton Associates**, supra, for the proposition, and thereby expressly confirming, that "(i)n Connecticut, a corporation may not appear pro se... A corporation may not appear by an officer of the corporation who is not an attorney." (Citations omitted.0) The Court will not violate that rule in this case, and thereby sanction the unauthorized practice of law. See Conn. Gen. Stat. Section 51-88(a).

For the foregoing reasons, the court hereby DENIES Ms. Liebel's motion to appear and gives notice to all parties that the corporate plaintiffs will be nonsuited on Monday, march 25, 2002 unless, by 5:00 p.m. on Friday, march 22, 2002, new counsel both appear for them and deliver true copies of their appearances to the Court. Delivery of copies of appearances to the Court may be accomplished either personally, by courier, or by fax transmission as long as the Court receives them by the 5:00 p.m. deadline on march 22, 2002.

IT IS SO ORDERED this 12th day of March, 2002.

/S/_____, J.
MICHAEL R. SHELDON

APPENDIX A31

NO. (X02) CV-01-0167456-S
EUGENE M. GRANT : SUPERIOR COURT
: J.D. OF WATERBURY
v. :COMPLEX LITIGATION
: DOCKET
THE ALLIANCE FOUNDATION, INC. : MARCH 12, 2002

MEMORANDUM ORDER RE:
MOTION FOR JOINDER OF ADDITIONAL DEFENDANT

On February 18, 2002, Ms. Yvonne Libel moved this Court for permission to join in this action as an additional party defendant. In support of said motion, Ms. Liebel filed an affidavit representing that : (1) she is a plaintiff in a related action now pending before this Court, entitled the alliance foundation, Inc. V. Eugene Grant, et al., docket No. (X02) CV 01 0167482 S; (2) that defendant Alliance Capital, Inc. ("Alliance") has no funds with which to finance this litigation as a result of the conduct of plaintiff Eugene Grant, and thus has relied upon Ms. Liebel to prepare, file and finance all documents connected to this litigation since December 1999; (3) that Ms. Liebel, though not a party to this action, has a substantial interest in it by virtue of the pendency of the other related action, the substantial personal and financial investment she has made in Alliance and its mission since it was established in 1990, and the personal expenditure by her of substantial sums of money to finance this litigation to date; and (4) that she is unable to secure zealous counsel to represent Alliance capital in this litigation, and thus joining her as an additional defendant would allow her to indirectly represent the interests of alliance herein.

The plaintiff opposes this motion on several grounds, which this court finds persuasive. First, ms. Liebel does not have a direct and personal interest in the outcome of this proceeding. The claims presented in this action concern a corporation. Whatever ms. Liebel's personal involvement with or investment in that

corporation, the plaintiff's claim for damages is made only against the corporation, the plaintiff's claim for damages is made only against the corporation, not against her. Indeed, no facts appear anywhere, either in the plaintiff's complaint or in Ms. Liebel's motion for joinder, to suggest that her personal interests will be directly affected by any judgment adverse to the defendant. Hence her involvement is not necessary to a full and fair determination of the issues presented in this case.

Second, since Ms. Liebel's true purpose, as candidly discloses, is to 'indirectly" represent the defendant corporations, of which she is an officer and shareholder, her attempted intervention must be rejected because, by approving it, the Court would sanction two practices not permitted by Connecticut law: Corporate self-representation in civil proceedings: *See, e.g.*, **Triton Associates v. Six New Corp.**, 14 Conn. App. 172, 176, 540 A.2d 95 (1988); and the unauthorized practice of law. Conn. Gen. Stat. Section 51-88 (a). The rule in this State is very clear: a corporation cannot represent itself in a judicial proceeding, and a corporate officer or shareholder who is not a lawyer cannot do so on its behalf. *See, e.g.*, **Triton Associates v. Six New Corp.**, 14 Conn. App. 172, 176, 540 A.2d 95 (1988) (distinguishing and limiting to its facts the case of **Margaret Maunder Associates, Inc. v. A-Copy, Inc.**, 40 Conn. Sup. 361, 499 A.2d 1172 (1985), where a corporation which originally filed a small claims action pro se, as permitted by Practice book Section 552 (now Section 24-6), was allowed to represent itself without counsel after the case was transferred to the regular docket at the instance of its opponent); **Expressway associates II v. Friendly Ice Cream Corp.**, 34 Conn. App. 543, 547 n. 7, 642 A.2d 62 (1994) (quoting **Triton Associates**, supra, for the proposition, and thereby expressly confirming, that "(i)n Connecticut, a corporation may not appear pro se... A corporation may not appear by an officer of the corporation who is not an attorney." (Citations omitted.0) The Court will not violate that rule in this case, and thereby sanction the unauthorized practice of law. See Conn. Gen. Stat. Section 51-88(a).

For the forgoing reasons, the Court hereby DENIES Ms. Liebel's motion for joinder of additional defendant and gives notice to all parties that alliance will be defaulted on Monday, march 25, 2002 unless, by 5:00 p.m. on Friday, march 22, 2002, new counsel both appears for it and delivers a true copy of this or her appearance to the court. Delivery of the copy of counsel's appearance to the Court may be accomplished either personally, by courier, or by fax transmission as long as the Court receives it by the 5:00 p.m. deadline on march 22, 2002.

IT IS SO ORDERED this 12th day of March, 2002.

/S/_____, J.
MICHAEL R. SHELDON

APPENDIX A32

NO. (X02) CV-01-0167457-S
EUGENE M. GRANT : SUPERIOR COURT
: J.D. OF WATERBURY
v. :COMPLEX LITIGATION
: DOCKET
ALLIANCE CAPITAL, INC. : MARCH 12, 2002

MEMORANDUM ORDER RE:
MOTION FOR JOINDER OF ADDITIONAL DEFENDANT

On February 18, 2002, Ms. Yvonne Libel moved this Court for permission to join in this action as an additional party defendant. In support of said motion, Ms. Liebel filed an affidavit representing that : (1) she is a plaintiff in a related action now pending before this Court, entitled the alliance foundation, Inc. V.

Eugene Grant, et al., docket No. (X02) CV 01 0167482 S; (2) that defendant Alliance Capital, Inc. ("Alliance") has no funds with which to finance this litigation as a result of the conduct of plaintiff Eugene Grant, and thus has relied upon Ms. Liebel to prepare, file and finance all documents connected to this litigation since December 1999; (3) that Ms. Liebel, though not a party to this action, has a substantial interest in it by virtue of the pendency of the other related action, the substantial personal and financial investment she has made in Alliance and its mission since it was established in 1990, and the personal expenditure by her of substantial sums of money to finance this litigation to date; and (4) that she is unable to secure zealous counsel to represent Alliance capital in this litigation, and thus joining her as an additional defendant would allow her to indirectly represent the interests of alliance herein.

The plaintiff opposes this motion on several grounds, which this court finds persuasive. First, ms. Liebel does not have a direct and personal interest in the outcome of this proceeding. The claims presented in this action concern a corporation. Whatever ms. Liebel's personal involvement with or investment in that corporation, the plaintiff's claim for damages is made only against the corporation, the plaintiff's claim for damages is made only against the corporation, not against her. Indeed, no facts appear anywhere, either in the plaintiff's complaint or in Ms. Liebel's motion for joinder, to suggest that her personal interests will be directly affected by any judgment adverse to the defendant. Hence her involvement is not necessary to a full and fair determination of the issues presented in this case.

Second, since Ms. Liebel's true purpose, as candidly discloses, is to 'indirectly" represent the defendant corporations, of which she is an officer and shareholder, her attempted intervention must be rejected because, by approving it, the Court would sanction two practices not permitted by Connecticut law: Corporate self-representation in civil proceedings: *See, e.g.*, Triton Associates v. Six New Corp., 14 Conn. App. 172, 176, 540 A.2d 95 (1988); and the

unauthorized practice of law. Conn. Gen. Stat. Section 51-88 (a). The rule in this State is very clear: a corporation cannot represent itself in a judicial proceeding, and a corporate officer or shareholder who is not a lawyer cannot do so on its behalf. *See, e.g.*, **Triton Associates v. Six New Corp.**, 14 Conn. App. 172, 176, 540 A.2d 95 (1988) (distinguishing and limiting to its facts the case of **Margaret Maunder Associates, Inc. v. A-Copy, Inc.**, 40 Conn. Sup. 361, 499 A.2d 1172 (1985), where a corporation which originally filed a small claims action pro se, as permitted by Practice book Section 552 (now Section 24-6), was allowed to represent itself without counsel after the case was transferred to the regular docket at the instance of its opponent); **Expressway associates II v. Friendly Ice Cream Corp.**, 34 Conn. App. 543, 547 n. 7, 642 A.2d 62 (1994) (quoting **Triton Associates**, supra, for the proposition, and thereby expressly confirming, that "(i)n Connecticut, a corporation may not appear pro se... A corporation may not appear by an officer of the corporation who is not an attorney." (Citations omitted.0) The Court will not violate that rule in this case, and thereby sanction the unauthorized practice of law. See Conn. Gen. Stat. Section 51-88(a).

For the forgoing reasons, the Court hereby DENIES Ms. Liebel's motion for joinder of additional defendant and gives notice to all parties that alliance will be defaulted on Monday, march 25, 2002 unless, by 5:00 p.m. on Friday, march 22, 2002, new counsel both appears for it and delivers a true copy of this or her appearance to the court. Delivery of the copy of counsel's appearance to the Court may be accomplished either personally, by courier, or by fax transmission as long as the Court receives it by the 5:00 p.m. deadline on march 22, 2002.

IT IS SO ORDERED this 12th day of March, 2002.

/S/_____, J.
MICHAEL R. SHELDON

APPENDIX A33

NO. (X02) CV-01-0167458-S
EUGENE M. GRANT : SUPERIOR COURT
: J.D. OF WATERBURY
v. :COMPLEX LITIGATION
: DOCKET
ALLIANCE CAPITAL, INC. : MARCH 12, 2002

MEMORANDUM ORDER RE:
MOTION FOR JOINDER OF ADDITIONAL DEFENDANT

On February 18, 2002, Ms. Yvonne Libel moved this Court for permission to join in this action as an additional party defendant. In support of said motion, Ms. Liebel filed an affidavit representing that : (1) she is a plaintiff in a related action now pending before this Court, entitled the alliance foundation, Inc. V. Eugene Grant, et al., docket No. (X02) CV-01 0167482 S; (2) that defendant Alliance Capital, Inc. ("Alliance") has no funds with which to finance this litigation as a result of the conduct of plaintiff Eugene Grant, and thus has relied upon Ms. Liebel to prepare, file and finance all documents connected to this litigation since December 1999; (3) that Ms. Liebel, though not a party to this action, has a substantial interest in it by virtue of the pendency of the other related action, the substantial personal and financial investment she has made in Alliance and its mission since it was established in 1990, and the personal expenditure by her of substantial sums of money to finance this litigation to date; and (4) that she is unable to secure zealous counsel to represent Alliance capital in this litigation, and thus joining her as an additional defendant would allow her to indirectly represent the interests of alliance herein.

The plaintiff opposes this motion on several grounds, which this court finds persuasive. First, ms. Liebel does not have a direct and personal interest in the outcome of this proceeding. The claims presented in this action concern a corporation. Whatever ms. Liebel's personal involvement with or investment in that corporation, the plaintiff's claim for damages is made only against the corporation, the plaintiff's claim for damages is made only against the corporation, not against her. Indeed, no facts appear anywhere, either in the plaintiff's complaint or in Ms. Liebel's motion for joinder, to suggest that her personal interests will be directly affected by any judgment adverse to the defendant. Hence her involvement is not necessary to a full and fair determination of the issues presented in this case.

Second, since Ms. Liebel's true purpose, as candidly discloses, is to 'indirectly" represent the defendant corporations, of which she is an officer and shareholder, her attempted intervention must be rejected because, by approving it, the Court would sanction two practices not permitted by Connecticut law: Corporate self-representation in civil proceedings: *See, e.g.*, **Triton Associates v. Six New Corp**., 14 Conn. App. 172, 176, 540 A.2d 95 (1988); and the unauthorized practice of law. Conn. Gen. Stat. Section 51-88 (a). The rule in this State is very clear: a corporation cannot represent itself in a judicial proceeding, and a corporate officer or shareholder who is not a lawyer cannot do so on its behalf. *See, e.g.*, **Triton Associates v. Six New Corp**., 14 Conn. App. 172, 176, 540 A.2d 95 (1988) (distinguishing and limiting to its facts the case of **Margaret Maunder Associates, Inc. v. A-Copy, Inc.**, 40 Conn. Sup. 361, 499 A.2d 1172 (1985), where a corporation which originally filed a small claims action pro se, as permitted by Practice book Section 552 (now Section 24-6), was allowed to represent itself without counsel after the case was transferred to the regular docket at the instance of its opponent); **Expressway associates II v. Friendly Ice Cream Corp**., 34 Conn. App. 543, 547 n. 7, 642 A.2d 62 (1994) (quoting **Triton Associates**, supra, for the proposition, and thereby expressly confirming, that "(i)n Connecticut, a corporation may not appear

pro se... A corporation may not appear by an officer of the corporation who is not an attorney." (Citations omitted.0) The Court will not violate that rule in this case, and thereby sanction the unauthorized practice of law. See Conn. Gen. Stat. Section 51-88(a).

For the forgoing reasons, the Court hereby DENIES Ms. Liebel's motion for joinder of additional defendant and gives notice to all parties that alliance will be defaulted on Monday, march 25, 2002 unless, by 5:00 p.m. on Friday, march 22, 2002, new counsel both appears for it and delivers a true copy of this or her appearance to the court. Delivery of the copy of counsel's appearance to the Court may be accomplished either personally, by courier, or by fax transmission as long as the Court receives it by the 5:00 p.m. deadline on march 22, 2002.

IT IS SO ORDERED this 12th day of March, 2002.

/S/_____, J.
MICHAEL R. SHELDON

APPENDIX A34

HAND WRITTEN COVER PAGE SIGNED BY HON. MICHAEL R. SHELDON TO MEMORANDUM ERDER RE: MOTION TO ENTER NONSUIT OR IN THE ALTERNATIVE TO TERMINATE STAY DATED APRIL 26, 2002, IN ALL ACTIONS PENDING IN HIS COURT, THE WATERBURY SUPERIOR COURT, COMPLEX LITIGATION DOCKET.

LOGO

SUPERIOR COURT
COMPLEX LITIGATION DOCKET
400 GRAND STREET
WATERBURY, CT 06702
Phone: (203) 236-8232
Fax: (203) 236-8234

Hon. Michael R. Sheldon

TO: Counsel and parties in Alliance Foundation v. Grant and Grant v. Alliance Foundation. Grant v. Alliance Capital, Inc. and Grant v. Alliance Capital, Inc.
FROM: Hon. Michael R. Sheldon
RE: Motions to Terminate Stay
DATE: 4/26/02

MESSAGE: The motions to terminate stay have been granted by the issuance of the attached memorandum orders. Each —(not legible)– the Memorandum Order appealed from, but those Memorandum Orders have not been resent to you along with this fax transmission. Originals are being sent to the Appellate Court this afternoon.

/S/ Judge Michael Sheldon.

TOTAL PAGES, INCLUDING THIS PAGE: 15

APPENDIX A35

AC22896
NO. (X02) CV-01-0167482-S

THE ALLIANCE FOUNDATION, INC. ETAL	**: SUPERIOR COURT**
	: J.D. OF WATERBURY
v.	**:COMPLEX LITIGATION**
	: DOCKET
EUGENE GRANT, ET AL.	**: APRIL 26, 2002**

MEMORANDUM ORDER RE:
MOTION TO ENTER NONSUIT OR IN THE ALTERNATIVE TO TERMINATE STAY

Upon considering the arguments presented by the parties in support of and in opposition to the Motion to Enter Nonsuit or In

The Alternative To Terminate Stay of defendant-appellees Eugene Grant, Richard Solomon and Robert Nagro dated April 9, 2002, this Court concludes, for the following reasons, that said motion must be GRANTED, and thus that any stay effected by the filing of the instant appeal must be terminated forthwith, subject to the provisions of practice book Section 61-14:

1. The plaintiff-appellant's appeal claims error in this Court's denial of her motion to appear as counsel on behalf of her co-plaintiffs, the Alliance Entities, dated February 5, 2002. The Court denied the motion to appear because the plaintiff-appellee is not a lawyer.

2. Any stay effected by the filing of this appeal should be terminated because the appeal is interlocutory in form and frivolous on its merits.

3. The order appealed from, which is attached hereto, is not a final judgment as to any dispute pending in this case between the plaintiff-appellee and the defendants.

4. Moreover, the order is based on established rules of Connecticut law barring non-lawyers from practicing law and corporate officers from representing their corporate principals.

5. For the foregoing reasons, the Court concludes that the due administration of justice requires the immediate termination of any stay effected by the filing of the plaintiff-appellant's appeal, subject to the provisions of practice book section 61-14.

IT IS SO ORDERED this 26th day of April, 2002.

/S/_____,J.
MICHAEL R. SHELDON

APPENDIX A36

AC 22897
NO. (X02) CV-01-0167556-S

EUGENE M. GRANT	: SUPERIOR COURT
	: J.D. OF WATERBURY
v.	:COMPLEX LITIGATION
	: DOCKET
THE ALLIANCE FOUNDATION, INC.	: APRIL 26, 2002

MEMORANDUM ORDER RE:
MOTION TO ENTER NONSUIT OR IN THE
ALTERNATIVE TO TERMINATE STAY

Upon considering the arguments presented by the parties in support of and in opposition to plaintiff-appellee Eugene grant's motion To Enter Default Or In The Alternative To Terminate Stay dated April 9, 2002, this Court concludes, for the following reasons, that said motion must be granted, and thus that any Stay effected by the filing of the instant appeal must be terminated forthwith, subject to the provisions of Practice Book Section 61-14:

1. The defendant's appeal claims error in this Court's denial of Ms. Yvonne Liebel's Motion for Joinder Of New Party Defendant ("Motion For Joinder") dated February 18, 2002. That Motion was not filed or joined in by defendant, The Alliance foundation, inc. ("Alliance"), a Connecticut corporation, nor could it have been prosecuted by Alliance since at all times relevant to the Motion, alliance was unrepresented by counsel. Accordingly, though the Court's decision on the Motion may constitute a final judgment as to Ms. Liebel, it does not constitute a judgment of any kind on any of the issues pending between Eugene Grant and Alliance. Hence, even if the Appellate Court determines that it has jurisdiction over Ms. Liebel's personal claim that she

has a right to be joined as a party herein, there is no reason to stay the plaintiff's action against Alliance.

2. Although this Court believes that the merits of Ms. Liebel's claim on appeal are irrelevant to this Motion, since the motion concerns only her personal claims, the Court is of the view that her appeal is frivolous for the reasons stated in its attached memorandum Order which is the subject of said appeal. In brief, Ms. Liebel has no cognizable personal interest in this case, and her true purpose for seeking to become a party is admittedly to represent the defendant "indirectly," which Connecticut law forbids.

3. The Court believes that Ms. Liebel seriously desires to become a party in this case, and thus cannot find that she has taken this appeal "only for delay," within the meaning of practice Book Section 61-11 (c). Even so, it notes that her motion For Joinder was not filed until several weeks after the Court-imposed deadline of December 15, 2001, by which Alliance, which had consented through ms. Liebel to the withdrawal of its prior counsel, was to have appeared through new counsel in this case. It also notes that this appeal, was filed on the eve of a later deadline, set by the Court when it denied Ms. Liebel's Motion For Joinder, when Alliance was to have been defaulted if new counsel had not yet appeared for it.

4. Against this background, and taking account of the advanced age of plaintiff Eugene Grant, the Court believes that the due administration of justice requires that any stay effected by the filing of Ms. Liebel's appeal be terminated forthwith, subject to the provisions of Practice Book Section 61-14.

IT IS SO ORDERED this 26th day of April, 2002.

/S/_____, J.

Michael R. Sheldon

APPENDIX A37

AC 22894
NO. (X02) CV-01-0167457-S

EUGENE M. GRANT	: SUPERIOR COURT
	: J.D. OF WATERBURY
v.	:COMPLEX LITIGATION
	: DOCKET
ALLIANCE CAPITAL, INC.	: APRIL 26, 2002

MEMORANDUM ORDER RE:
MOTION TO ENTER NONSUIT OR IN THE
ALTERNATIVE TO TERMINATE STAY

Upon considering the arguments presented by the parties in support of and in opposition to plaintiff-appellee Eugene grant's motion To Enter Default Or In The Alternative To Terminate Stay dated April 9, 2002, this Court concludes, for the following reasons, that said motion must be granted, and thus that any Stay effected by the filing of the instant appeal must be terminated forthwith, subject to the provisions of Practice Book Section 61-14:

1. The defendant's appeal claims error in this Court's denial of Ms. Yvonne Liebel's Motion for Joinder Of New Party Defendant ("Motion For Joinder") dated February 18, 2002. That Motion was not filed or joined in by defendant, The Alliance foundation, inc. ("Alliance"), a Connecticut corporation, nor could it have been prosecuted by Alliance since at all times relevant to the Motion, alliance was unrepresented by counsel. Accordingly, though the Court's decision on the Motion may constitute a final judgment as to Ms. Liebel, it does not constitute a judgment of any kind on any of the issues pending between Eugene Grant and Alliance. Hence, even if the Appellate Court determines that it has jurisdiction over Ms. Liebel's personal claim that she

has a right to be joined as a party herein, there is no reason to stay the plaintiff's action against Alliance.

2. Although this Court believes that the merits of Ms. Liebel's claim on appeal are irrelevant to this Motion, since the motion concerns only her personal claims, the Court is of the view that her appeal is frivolous for the reasons stated in its attached memorandum Order which is the subject of said appeal. In brief, Ms. Liebel has no cognizable personal interest in this case, and her true purpose for seeking to become a party is admittedly to represent the defendant "indirectly," which Connecticut law forbids.

3. The Court believes that Ms. Liebel seriously desires to become a party in this case, and thus cannot find that she has taken this appeal "only for delay," within the meaning of practice Book Section 61-11 (c). Even so, it notes that her motion For Joinder was not filed until several weeks after the Court-imposed deadline of December 15, 2001, by which Alliance, which had consented through ms. Liebel to the withdrawal of its prior counsel, was to have appeared through new counsel in this case. It also notes that this appeal, was filed on the eve of a later deadline, set by the Court when it denied Ms. Liebel's Motion For Joinder, when Alliance was to have been defaulted if new counsel had not yet appeared for it.

4. Against this background, and taking account of the advanced age of plaintiff Eugene Grant, the Court believes that the due administration of justice requires that any stay effected by the filing of Ms. Liebel's appeal be terminated forthwith, subject to the provisions of Practice Book Section 61-14.

IT IS SO ORDERED this 26th day of April, 2002.

/S/_____, J.
Michael R. Sheldon

APPENDIX A38

AC 22895
NO. (X02) CV-01-0167458 S

EUGENE M. GRANT	: SUPERIOR COURT
	: J.D. OF WATERBURY
v.	:COMPLEX LITIGATION
	: DOCKET
ALLIANCE CAPITAL, INC.	: APRIL 26, 2002

MEMORANDUM ORDER RE:
MOTION TO ENTER NONSUIT OR IN THE
ALTERNATIVE TO TERMINATE STAY

Upon considering the arguments presented by the parties in support of and in opposition to plaintiff-appellee Eugene grant's motion To Enter Default Or In The Alternative To Terminate Stay dated April 9, 2002, this Court concludes, for the following reasons, that said motion must be granted, and thus that any Stay effected by the filing of the instant appeal must be terminated forthwith, subject to the provisions of Practice Book Section 61-14:

1. The defendant's appeal claims error in this Court's denial of Ms. Yvonne Liebel's Motion for Joinder Of New Party Defendant ("Motion For Joinder") dated February 18, 2002. That Motion was not filed or joined in by defendant, The Alliance foundation, inc. ("Alliance"), a Connecticut corporation, nor could it have been prosecuted by Alliance since at all times relevant to the Motion, alliance was unrepresented by counsel. Accordingly, though the Court's decision on the Motion may constitute a final judgment as to Ms. Liebel, it does not constitute a judgment of any kind on any of the issues pending between Eugene Grant and Alliance. Hence, even if the Appellate Court determines that it has jurisdiction over Ms. Liebel's personal claim that she

has a right to be joined as a party herein, there is no reason to stay the plaintiff's action against Alliance.

2. Although this Court believes that the merits of Ms. Liebel's claim on appeal are irrelevant to this Motion, since the motion concerns only her personal claims, the Court is of the view that her appeal is frivolous for the reasons stated in its attached memorandum Order which is the subject of said appeal. In brief, Ms. Liebel has no cognizable personal interest in this case, and her true purpose for seeking to become a party is admittedly to represent the defendant "indirectly," which Connecticut law forbids.

3. The Court believes that Ms. Liebel seriously desires to become a party in this case, and thus cannot find that she has taken this appeal "only for delay," within the meaning of practice Book Section 61-11 (c). Even so, it notes that her motion For Joinder was not filed until several weeks after the Court-imposed deadline of December 15, 2001, by which Alliance, which had consented through ms. Liebel to the withdrawal of its prior counsel, was to have appeared through new counsel in this case. It also notes that this appeal, was filed on the eve of a later deadline, set by the Court when it denied Ms. Liebel's Motion For Joinder, when Alliance was to have been defaulted if new counsel had not yet appeared for it.

4. Against this background, and taking account of the advanced age of plaintiff Eugene Grant, the Court believes that the due administration of justice requires that any stay effected by the filing of Ms. Liebel's appeal be terminated forthwith, subject to the provisions of Practice Book Section 61-14.

IT IS SO ORDERED this 26th day of April, 2002.

/S/_____, J.

Michael R. Sheldon

APPENDIX A39

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

May 7, 2002

Re: A.C. 22832 Visiting Nurse Association v. The Alliance Foundation, Inc. et al.

Dear Counsel and Pro Se Parties:

It appears that the appeal filed on or about april 26, 2002 in the above-captioned matter is actually an amended appeal since it is taken from a ruling made subsequent to the filing of the original appeal (A.C. 22832). Pursuant to Practice Book section 61-9, the latest "appeal" filed in this matter is treated as an amendment to the original appeal.

For any future filings in this matter, please use docket number A.C. 22832.

Sincerely,
/S/Francis J. Drumm, Jr.
Chief Clerk

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A40

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

May 8, 2002

MS. Yvonne Liebel
8913 Olimpic blvd; Suite 101
Beverly Hills, CA 90211

Re:

Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc.
DBD CV02-0010636S
DTL-USA, Inc. et al v. Ridgefield Bank
DBD CV00-0338142S
The Alliance Foundation, Inc., et al. v. Eugene Grant et al.
UWY CV01-0167482S
Eugene M. Grant v. The Alliance Foundation, Inc.
UWY CV01-01667556S
Eugene M. Grant v. Alliance Capital, Inc.
UWY CV01-0167457S
Eugene M. Grant v. Alliance Capital, Inc.
UWY CV01-0167458S

Dear Ms. Liebel:

The Chief Justice yesterday denied your "Application for Certification to the Connecticut Supreme Court Pursuant to General Statute Section 51-199(9) 52-265a."

Very truly yours,
/S/Francis J. Drumm, Jr.

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

Cc:
John R. Williams
Herbert F. Rosenberg
Robinson & Cole, LLP
Kevin W. Ahern
Joyce Morin
Halloran & Sage, LLP
Curtis Mallet-Prevost, Colt & Mosle
Clerk, Danbury Judicial District
Clerk, Waterbury Judicial District
Hon. James P. Ginnochio
Hon. Michael R. Sheldon
Hon. Gary J. White

APPENDIX A41

APPELLATE COURT
STATE OF CONNECTICUT

AC 22897
EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC.

May 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, FOR A STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN
CLERK, WATERBURY (CV01 0167556S)
HON. MICHAEL R. SHELDON
bjm #1008/0131770

APPENDIX A42

APPELLATE COURT
STATE OF CONNECTICUT

AC 22897
EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC.

May 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 19, 2002, FOR A STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/ MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN
CLERK, WATERBURY (CV01 0167556S)
HON. MICHAEL R. SHELDON
Bjm #1019/013129

APPENDIX A43

APPELLATE COURT
STATE OF CONNECTICUT

AC 22897
EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC.

May 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, TO CONSOLIDATE, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN

JOYCE MORIN
CLERK, WATERBURY (CV01 0167556S)
HON. MICHAEL R. SHELDON
bjm #1009/013171

APPENDIX A44

APPELLATE COURT
STATE OF CONNECTICUT

AC 22897
EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC.

May 22, 2002

ORDER

THE MOTION OF THE APPELLEE EUGENE M. GRANT, FILED APRIL 11, 2002, TO DISMISS APPEAL, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED GRANTED. THE APPEAL AND THE AMENDED APPEAL ARE HEREBY DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT
BY /S/MICHELE T. ANGERS

DEPUTY CHIEF CLERK

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN
CLERK, WATERBURY (CV01 0167556S)
HON. MICHAEL R. SHELDON
bjm #963/3057

APPENDIX A45

APPELLATE COURT
STATE OF CONNECTICUT

AC 22896
THE ALLIANCE FOUNDATION, INC.
V.
EUGENE GRANT ET AL

Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, TO CONSOLIDATE, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED

NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

APPENDIX A46

APPELLATE COURT
STATE OF CONNECTICUT

AC 22896
THE ALLIANCE FOUNDATION, INC.
V.
EUGENE GRANT ET AL

Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

APPENDIX A47

APPELLATE COURT
STATE OF CONNECTICUT

AC 22896
THE ALLIANCE FOUNDATION, INC.
V.
EUGENE GRANT ET AL
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 19, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

APPENDIX A48

APPELLATE COURT
STATE OF CONNECTICUT

AC 22896
THE ALLIANCE FOUNDATION, INC.
V.
EUGENE GRANT ET AL
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLEES, EUGENE GRANT, RICHARD SOLOMON AND ROBERT NAGRO, FILED APRIL 11, 2002, TO DISMISS APPEAL, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED GRANTED. THE APPEAL AND THE AMENDED APPEAL ARE HEREBY DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

APPENDIX A49

APPELLATE COURT
STATE OF CONNECTICUT

AC 22895
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 19, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN W. AHERN
JOYCE A. MORIN

CLERK, WATERBURY SUPERIOR COURT (CV01- 0167458 S)
dcm 1010/3107

APPENDIX A50

APPELLATE COURT
STATE OF CONNECTICUT

AC 22895
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 19, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP

YVONNE LIEBEL, PRO SE
KEVIN W. AHERN
JOYCE A. MORIN
CLERK, WATERBURY SUPERIOR COURT (CV01- 0167458 S)
Dcm 1020/3109

APPENDIX A51

APPELLATE COURT
STATE OF CONNECTICUT

AC 22895
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLEE EUGENE M. GRANT, FILED APRIL 11, 2002, TO DISMISS APPEAL HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED GRANTED. THE APPEAL AND THE AMENDED APPEAL ARE DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
KEVIN AHERN JOYCE MORIN
HON. MICHAEL R. SHELDON YVONNE LIEBEL, PRO SE
CLERK, WATERBURY SUPERIOR COURT (CV01- 0167458 S)
PAC dcm 965/3054

APPENDIX A52

APPELLATE COURT
STATE OF CONNECTICUT

AC 22894
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLEE EUGENE M. GRANT, FILED APRIL 11, 2002, TO DISMISS APPEAL HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED GRANTED. THE APPEAL AND THE AMENDED APPEAL ARE DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER

DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
KEVIN AHERN JOYCE MORIN
HON. MICHAEL R. SHELDON YVONNE LIEBEL, PRO SE
CLERK, WATERBURY SUPERIOR COURT (CV01- 0167457 S)
PAC MKM 966/3058

APPENDIX A53

APPELLATE COURT
STATE OF CONNECTICUT

AC 22894
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, TO STAY PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED

THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
KEVIN AHERN JOYCE MORIN
HON. MICHAEL R. SHELDON YVONNE LIEBEL, PRO SE
CLERK, WATERBURY SUPERIOR COURT (CV01- 0167457 S)
MKM 1012

APPENDIX A54

APPELLATE COURT
STATE OF CONNECTICUT

AC 22894
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, TO CONSOLIDATE, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY

CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
KEVIN AHERN

JOYCE MORIN
YVONNE LIEBEL, PRO SE

MKM 1013/3105

APPENDIX A55

APPELLATE COURT
STATE OF CONNECTICUT

AC 22894
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 19, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL

IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
KEVIN AHERN JOYCE MORIN
HON. MICHAEL R. SHELDON YVONNE LIEBEL, PRO SE
CLERK, WATERBURY SUPERIOR COURT (CV01-0067457 S)
MKM 1021/3106

APPENDIX A56

APPELLATE COURT
STATE OF CONNECTICUT

AC 22894
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, TO CONSOLIDATE, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
KEVIN AHERN

JOYCE MORIN
YVONNE LIEBEL, PRO SE

MKM 1013/3105

APPENDIX A57

APPELLATE COURT
STATE OF CONNECTICUT

AC 22892
DTL-USA, INC., ET AL.
V.
RIDGEFIELD BANK
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, TO CONSOLIDATE, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
YVONNE LIEBEL, PRO SE
JOYCE MORIN
HALLORAN & SAGE
MKM

015/3103

APPENDIX A58

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

May 22, 2002

MS. Yvonne Liebel
8913 Olimpic blvd; Suite 101
Beverly Hills, CA 90211

Re:

The Alliance Foundation, Inc., et al. v. Eugene Grant et al.
UWY CV01-0167482S
Eugene M. Grant v. The Alliance Foundation, Inc.

UWY CV01-01667556S
Eugene M. Grant v. Alliance Capital, Inc.
UWY CV01-0167457S
Eugene M. Grant v. Alliance Capital, Inc.
UWY CV01-0167458S
DTL-USA, Inc. et al v. Ridgefield Bank
DBD CV00-0338142S
Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc.
DBD CV02-0010636S
Rene Heinecke v. Yvonne Liebel
DBD CV98-0333546S

Dear Ms. Liebel:

Justice David M. Borden, Acting Chief Justice, denied your "Application for Certification to the Connecticut Supreme Court Pursuant to General Statute Section 51-199(9) 52-265a; and/or 51-199(2) and/or 51-199(11)."

Very truly yours,
/S/Francis J. Drumm, Jr.

Notice sent: April 5, 2002
Joyce Morin
Kevin Ahern
Robinson & Cole LLP
Clerk, Waterbury J.D. (cv01-0167482S)
Hon. Michael R. Sheldon

APPELLATE COURT
STATE OF CONNECTICUT

AC 22832, AC22893
VISITING NURSE ASSOCIATION

OF RIDGEFIELD, INC.
V.
THE ALLIANCE FOUNDATION

AC 22892
DTL-USA, INC. ET AL.
V.
RIDGEFIELD BANK

AC 22894
EUGENE M. GRANT
V.
ALLIANCE CAPITAL, INC.

AC 22895
EUGENE M. GRANT
V.
ALLIANCE CAPITAL, INC.

AC 22896
THE ALLIANCE FOUNDATION, INC. ET AL
V.
EUGENE GRANT ET AL.

AC 22897
EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC.

CV98-0333546S (DANBURY)
RENE HEINECKE
V.
YVONNE LIEBEL

ORDER DATE: MAY 22, 2002

Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED MAY 21, 2002, TO CONSOLIDATE, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: MAY 23, 2002
HERBERT F. ROSENBERG
JOHN R. WILLIAMS
YVONNE LIEBEL, PRO SE
JOYCE MORIN
HALLORAN & SAGE, LLP
ROBINSON & COLE, LLP
KEVIN AHERN
CURTIS MALLET-PREVOST COLT & MOSLE, LLP
NORMAN VOOG
Ct

1145/3247, 1146/3248, 1147/3249, 1148/3250, 1149/3251, 1150/3252, 1151/3244, 1154/3255

APPENDIX A59

DOCKET SHEETS/ENTRIES (hand written)
DANBURY SUPERIOR COURT - HOUSING SESSION

DOCKET NO. SP02-10636
RETURN DATE: JANUARY 29, 2002 0063930
PLAINTIFF: THE VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.
DEFENDANT: THE ALLIANCE FOUNDATION, INC.
PLTFS. ATTY: HERBERT F. ROSENBERG
DEFTS. ATTYS: JOHN WILLIAMS
YVONNE LIEBEL, LIMITED APPEARANCE

NO.	DATE	NOTICE TO QUIT REASON: NONPAYMENT
2	1/30/02	Objection to motion to consolidate Sustained 2/5/02 White, J
3	1/30/02	Letter Re: Request for Permission to Represent Corporation; Affidavit Denied 2/5/02 White, J.
4	2/4/02	Motion to Default and Appear and Judgment for Possession Granted 2/5/02 White, J.
5	2/5/02	Notice of Judgment
6	2/8/02	Notice Re: Ruling on #2 and #3
7	2/11/02	Appearance
8	2/11/02	Motions to Set Aside Default
9	2/11/02	Motion to Consolidate

10	2/13/02	Motion to Reopen Judgment Granted 2/20/02 Ginocchio, J
11	2/13/02	Motion to Consolidate Denied Ginocchio, J. 3/4/02
12	2/13/02	Memorandum of law
13	2/14/02	Motion for Articulation
14	2/19/02	Motion for Continuance of Argument on Motion to Consolidate
15	2/19/02	Motion for Continuance of Argument
16	2/20/02	Notice Re Motion to open Judgment
17	2/19/02	Appearance (for limited purpose of filing motion for Joinder of Additional Defendant) (and for notice of hearing)
18	2/19/02	Motion for Joinder of Additional Defendant Denied Ginocchio J. 3/4/02
19	2/25/02	Motion for Default for Failure to Plead and Judgment for Possession
20	2/25/02	Objection to Motion to Consolidate
21	2/25/02	Objection to " Motion for Joinder of Additional Defendant."
22	3/1/02	Answer, Affirmative Defense, Counterclaim
23	3/1/02	Amended Answer, Affirmative Defense and Counterclaim
24	3/4/02	Motion for Permission to File Third Party Complaint Denied Ginocchio, J. 3/25/02
25	3/4/02	Memorandum of Law in Support of Motion for Permission to File Third Party Complaint
26	3/4/02	Third Party Complaint
27	3/5/02	Appeal
28	3/8/02	Amended Appeal
29	3/11/02	Motion to Strike Counter-Claim Granted 3/19 02 Ginocchio, J.
30	3/11/02	Plaintiff's Memorandum in Support of Motion to Strike Counter-Claims
31	3/11/02	Request for Admissions

32	3/15/02	Motion to Withdraw Appearance Denied 3/25/02 Ginocchio, J.
33	3/19/02	Notice Re: Motions to Strike Counter-Claim
34	3/21/02	Reply to Affirmative Defense
35	3/25/02	Notice Re: #24

End of Document

STATE OF CONNECTICUT
Superior Court-Geographical Area #3

146 White Street, Danbury, CT 06810 Telephone: (203) 207-8600

Herbert F. Rosenberg, Esq.
80 Grove Street
Ridgefield, CT 06877

John R. Williams, Esq.
51 Elm Street
New Haven, CT 06510

NOTICE OF COURT HEARING

Date: 03/25/2002
The V.N.A. of Ridgefield, Inc. vs. The Alliance Foundation, Inc.
Docket # SP2002-10636

Please be advised that the above referenced case has been assigned for a hearing on 04/22/2002 at 2:00 in Courtroom #2 for the reason given below.

__X__ COURT TRIAL: THE CLAIM IS BEING CONTESTED. Please notify your witnesses, if any, so they can be in court with you. Please bring all other evidence you wish to present.

_____ HEARING IN DAMAGES

All parties are required to appear at the place and time shown above. If you are unable to attend the hearing you must contact the Court not later than the Thursday prior to the hearing date.

CLERK OF THE COURT

End of Document

DOCKET NO. SP202-10636

**********X

THE V.N.A. OF RIDGEFIELD, INC.	:	SUPERIOR COURT OF CONNECTICUT
	:	JUDICIAL DISTRICT OF DANBURY
-VS-		
	:	MARCH 18, 2002
THE ALLIANCE FOUNDATION, INC.		

**********X

CERTIFICATION

This is to certify that I, Anne Marie Zschoche, a court monitor in and for the State of Connecticut, certifies the forgoing is a true and accurate transcript of the court monitored tape taken with reference to the above-entitled matter, heard before the Honorable James P.

Ginnochio, Judge, at the Danbury Superior Court, Danbury, Connecticut, on March 18, 2002.

Dated at Danbury, Connecticut, on this 20th day of March 2002.

BY: /S/ Anne Marie Zschoche
Court Monitor

End of Document

DOCKET NO. SP202-10636

**********X

THE V.N.A. OF RIDGEFIELD, INC. : SUPERIOR COURT OF CONNECTICUT

: JUDICIAL DISTRICT OF DANBURY

-VS-

: MARCH 25, 2002

THE ALLIANCE FOUNDATION, INC.

**********X

CERTIFICATION

This is to certify that I, Marianne Kopko, a court monitor in and for the State of Connecticut, acknowledge the forgoing as a true and accurate transcript of the above-entitled matter as monitored and heard before the Hon. James P. Ginnochio, Judge, at the Danbury Superior Court on March 25, 2002.

Dated at Danbury, Connecticut, on this twenty-third day of April two thousand and two.

BY: /S/ Marianne Kopko
Court Monitor

End of Document

DOCKET NO. SP202-10636

**********X

THE V.N.A. OF RIDGEFIELD, INC. : SUPERIOR COURT OF CONNECTICUT

: JUDICIAL DISTRICT OF DANBURY

-VS-

: April 22, 2002

THE ALLIANCE FOUNDATION, INC.

**********X

CERTIFICATION

This is to certify that I, Anne Marie Zschoche, a court monitor in and for the State of Connecticut, certifies the forgoing is a true and accurate transcript of the court monitored tape taken with reference to the above-entitled matter, heard before the Honorable James P. Ginnochio, Judge, at the Danbury Superior Court, Danbury, Connecticut, on April 22, 2002.

Dated at Danbury, Connecticut, on this 24th day of April 2002.

BY: /S/ Anne Marie Zschoche
Court Monitor

End of Document

APPENDIX A60

Court Decision of April 22, 2002 Trial hearing: Transcript: Page 47 Lines 25-27; Page 48 Lines 1-27; Page 49 Lines 1-27; Page 50 Lines 1-2

"The Court, after consideration of all the evidence, makes a finding of fact — based on Plaintiff's Exhibit 3 — that the defendant did not pay rent for the months of March of 2001, April of 2001, May of 2001, July of - June of 2001. July and August of that year, rent was not paid. The Court makes a finding, based on the testimony of Mrs. Nicholas and a letter dated August 22, 2001— this is Defendant's Exhibit A - that there was an agreement between Ms. Liebel and Ms. Nicholas that - because rent wasn't paid — that there was an August 21st meeting and it was agreed that Ms. Liebel would pay $5,000 in an up-front payment. And then immediately following, in the month of September - that's 2001 — she would make payment of $250. Those payments would last until she could get current. She also indicated, in her letter of August 22nd, that she would expect to refinance 104 Great Hill Road, in Ridgefield, in the next few months: "At which time and from those proceeds I will bring the Foundation current in its financial obligation to your organization, as well as resume its monthly payments of $2,400 as stated in the lease." That's

dated August 22, 2001. It is signed by Ms. Liebel, who is the founder and CEO of the Alliance Foundation. The Court does make a finding that the $5,000 was paid. And it was accepted by the Visiting Nurses Association. But the Court does make a finding that Ms. Liebel did not make the payment in September, for $250 per month, as per the agreement. The record does reflect that -- - or the evidence suggested, on October 9th, that she did send a thousand dollars. And that money was accepted by the Visiting Nurses Association. But it was applied, according to the letter - and let me just get to that letter. All right. The letter, dated – Defendant's Exhibit B. It was applied to the months rent for September and October of 2001. There's a controversy here today as to how the money was to be applied. The intent of both Ms. Nicholas and Ms. Liebel was for the $250 payments to be made every month. This was not paid every month. There was a check of $1,000 sent in October and that was applied for two months rent. The months of November and December was still not paid. In addition, Ms. Liebel was suppose to refinance the property, as stated in Defendant's Exhibit A, and there was no testimony here that she ever refinanced the property and paid the balance of the rent. So the Court, based on all that evidence, is going to rule in favor of the plaintiff and grant immediate possession."

APPENDIX A61

Fax Transmission from Robin Smith, Deputy Chief Clerk, Danbury Superior Court: 5/14/2002 10:58 Fax 203 207 8642 CLERK JD DANBURY

OFFICIAL NOTICE CONNECTICUT LOGO

SUPERIOR COURT

OFFICE OF THE CLERK

TO: HERBERT ROSENBERG, ESQ.
80 GROVE ST.
RIDGEFIELD, CT 06877

JOHN R. WILLIAMS, ESQ.
51 ELM ST.
NEW HAVEN, CT 06510

DOCKET NO.: SP02 10636

_____JUDICIAL DISTRICT OF
_____HOUSING SESSION AT
__3__G.A. NUMBER **DATE::** 5/13/02

ADDRESS OF COURT: 146 WHITE ST. DANBURY, CT 06810

NAME OF CASE: THE VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC. V. THE ALLIANCE FOUNDATION, INC.

____MOTION FOR USE AND OCCUPANCY __GRANTED __DENIED
_X_(Hand Written) Motion to Grant Execution for Immediate Possession of Commercial Premises Notwithstanding Pendency of Defendant's Appeal From Judgment - Granted
Clerk to issue Execution. 5/13/02 (Ginocchio, J.)

* **Pursuant to Practice Book Sec. 352, if you file an appearance in this case before judgment is entered against you, the default for failure to appear shall automatically be set aside by the clerk.**

** **Pursuant to Practice Book Sec. 363 A, If you file an answer before a judgment after default has been entered against you, the default for failure to plead shall automatically be set aside by the clerk. If a claim for hearing in damages or a motion for judgment has been filed, the default may only be set aside by the court.**

Cc: (Hand Written) Yvonne Liebel at Ridgefield, P.O. Box and California address
Appellate Court

/S/ Robin Smith

Deputy Assistant Clerk

APPENDIX A62

SUMMARY PROCESS EXECUTION FOR POSSESSION (EVICTION) NONRESIDENTIAL
JD-HM-34 Rev. 12/2000;C.G.S. SEC. 47a-42a, P.A. 00-99, Sec. 97

STATE OF CONNECTICUT
SUPERIOR COURT
WWW.JUD.STATE.CT.US

DOCKET NO. SP 02 10636 S

COURT
JUDICIAL DISTRICT HOUSING SESSION_____
JUDICIAL DISTRICT_____
GEOGRAPHICAL AREA NO.__3___
ADDRESS OF COURT LOCATION
146 White St., Danbury, CT 06810

DATE OF JUDGMENT
April 22, 2002

NAME AND MAILING ADDRESS OF PLAINTIFF OR ATTORNEY

Herbert F. Rosenberg
Attorney at Law
80 Grove Street
Ridgefield, CT 06877

INSTRUCTIONS TO PLAINTIFF OR ATTORNEY
1. Prepare on typewiter 2. Submit the original and the to the clerk for signature 3. The clerk will return the original to you 4. Make a copy for your records and deliver the original to State Marshal for service on defendants (s)/occupant (s).

NAME (S) OF PLAINTIFF(S) (LANDLORD)	**NAME(S) OF DEFENDANT(S) (TENANT**
The visiting Nurse Association	The Alliance Foundation, Inc.

Of Ridgefield, Inc.

ADDRESS OF PREMISES
90 East Ridge, Ridgefield, CT 06877 (approx.2,300 gross sq. ft.-2nd floor)

TO: Any Proper State Marshal
By the authority of the State of Connecticut, you are commanded to give the Plaintiff(s) possession of the premises above, by putting the Defendants(s) and any other Occupants(s) bound by the judgment out of possession; if the defendant(s) and such other Occupant(s) have not removed all their possessions and personal effects then you shall remain on the premises while the Plaintiff(s), in your presence, prepare(s) an inventory of such possessions and personal effects and provide(s) you with a copy of such inventory. At least 24 hours prior to the date and time of the eviction, you must use reasonable efforts to locate and notify the Defendant(s) and any other Occupant(s) bound by the judgment of the date and time the eviction is to take place.

Make service of true copy upon each defendant and occupant bound by the judgment and due return within 60 days of the date hereof.

/S/ ROBIN J. SMITH,
DEPUTY CHIEF CLERK
DATE SIGNED: 5/13/02

NOTICE TO DEFENDANT (S) AND/OR OCCUPANT (S)

Your landlord has won a judgment against you in this eviction case giving the Plaintiff(s) possession of the premises. This means that **you must move** out of the premises at the address above **by the date given below.**

If you do not move out by that date, this paper gives your landlord the legal right to inventory your possessions and personal effects and to store them in the premises or to remove them and store them elsewhere. If you do not claim your possessions and personal effects and pay the removal and storage costs within 15 days after the date listed below, your possessions and personal effects will be forfeited to the landlord.

(To be completed by State Marshal)

If you do not move your possessions and personal effects on or before

Date At (time)

___.M

---

they may be forfeited to the landlord.

RETURN OF SERVICE

BY VIRTUE OF THE	!ON	!AT(time)	!
FOREGOING EXECUTION	!	! ____.M	!
	!_____	!_____	!

___I notified the Defendant(s) and Occupant(s).

___I used reasonable efforts to locate the Defendant(s) and occupant(s) but was unable to notify the following:

And afterwards,!ON		!AT (Time)	!
	!	! ____.M	!
	!_____	!_____	!

The Defendant's(s) and Occupant's(s) possessions,

_____ had been removed.

_____The Plaintiff(s) prepared an inventory of the Defendant's(s) and Occupant's possessions and personal effects in my presence and provided me with a copy of the inventory.

SIGNED (State Marshal) DATE SIGNED

A TRUE COPY, ATTEST:
/S/ JAMES E. SULLIVAN
MARSHAL, STATE OF CONN.
FAIRFIELD COUNTY

CONSTABLE, TOWN OF RIDGEFIELD
INDIFFERENT PERSON

FEES

APPENDIX A63

APPELLATE COURT

EIGHTH TERM
MAY/JUNE, 2002

ASSIGNMENT FOR DAYS

LISTED WITHIN ARE THE CASES ASSIGNED FOR DISPOSITION DURING THE PERIOD MAY 28 THRU JUNE 12, 2002

1. If a case is assigned for full hearing, the time for oral argument is limited to twenty minutes for each side; for the motion calendar, the time is limited to five minutes each side. See P.B. Section 70-4.

2. Counsel are urged to provide the Appellate Court with a minimum of 48 hours' notice in the event an appeal scheduled for full argument is to be withdrawn. See also P.B. Sections 63-9, 85-2, 85-3.

3. Cases are scheduled for a specific time, not necessarily in the order listed. Counsel must identify themselves to the Clerk in the Courtroom at least 15 minutes before the scheduled time of argument.

4. All cases will be heard at:

COURTHOUSE
95 Washington Street, Hartford, CT
COURTROOM NO. 406
4TH FLOOR

WEDNESDAY, JUNE 5, 2002
10:00 A.M.

IN THE FOLLOWING MATTER, COUNSEL AND PRO SE PARTIES ARE ORDERED TO APPEAR AND GIVE REASONS, IF ANY, WHY THE APPEAL SHOULD NOT BE DISMISSED FOR LACK OF FINAL JUDGMENT. SEE FELLETTER V. THOMPSON, 133 CONN. 277 (1946) AND STATE V. CURCIO, 191 CONN. 27, 31 (1983). COUNSEL AND PRO SE PARTIES ARE ALSO ORDERED TO APPEAR AND GIVE REASONS, IF ANY WHY THE APPEAL OF DTL-USA, INC. SHOULD NOT BE DISMISSED AS THE APPEAL WAS FILED PRO SE BY YVONNE LIEBEL AS PRESIDENT OF THE CORPORATION IN VIOLATION OF G.S. SECTION 51-88A. SEE EXPRESSWAY ASSOCIATES II V. FRIENDLY ICE CREAM, 34 CONN. APP. 543, 546-547, CERT. DENIED, 230 CONN. 915 (1994) AND TRITON ASSOCIATES V. SIX NEW CORP., 14 CONN. APP. 172, 175-176, CERT. DENIED, 208 CONN. 806 (1988).

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(7) **AC22892**
DTL-USA, INC., ET AL.
Yvonne Liebel, pro se
Joyce Morin
V.
RIDGEFIELD BANK
Halloran & Sage, L.L.P.

APPENDIX A64

AC 22892

DTL-USA, INC., ET AL	:	APPELLATE COURT
V.	:	STATE OF CONNECTICUT
RIDGEFIELD BANK	:	JUNE 5, 2002

ORDER

AFTER A HEARING ON THE QUESTION WHY THIS APPEAL SHOULD NOT BE DISMISSED FOR LACK OF FINAL JUDGMENT, AND BECAUSE THE APPEAL OF DTL-USA, INC. WAS FILED PRO SE BY YVONNE LIEBEL AS PRESIDENT OF THE CORPORATION IN VIOLATION OF G.S. SECTION 51-88A, THE APPELLATE COURT, SUA SPONTE, ORDERS THAT THE APPEAL AND THE AMENDED APPEAL SRE DISMISSED. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THIS APPEAL AND ANY FURTHER INTERLOCUTORY APPEALS IN THIS MATTER AND THAT THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT AND TO RETURN ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT,
/S/CAROLYN C. ZIOGA
ASSISTANT CLERK APPELLATE

NOTICE SENT: 6/6/02
YVONNE LIEBEL, PRO SE
JOYCE MORIN
HALLORAN & SAGE, LLP
PAC
HON. GARY J. WHITE
DANBURY JD CV000338142

APPENDIX A65

APPELLATE COURT
STATE OF CONNECTICUT

AC 22892
DTL-USA, INC., ET AL
V.
RIDGEFIELD BANK
JUNE 5, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY **ORDERED NO ACTION IS NECESSARY.**

BY THE COURT,
/S/CAROLYN C. ZIOGA
ASSISTANT CLERK APPELLATE

NOTICE SENT: 6/6/02
YVONNE LIEBEL, PRO SE
JOYCE MORIN
HALLORAN & SAGE, LLP
HON. GARY J. WHITE
CLERK, J.D. OF DANBURY (CV00-0338142S)

014/3101

APPENDIX A66

APPELLATE COURT
STATE OF CONNECTICUT

AC 22892
DTL-USA, INC., ET AL
V.
RIDGEFIELD BANK
JUNE 5, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 19, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY **ORDERED NO ACTION IS NECESSARY.**

BY THE COURT,
/S/CAROLYN C. ZIOGA
ASSISTANT CLERK APPELLATE

NOTICE SENT: 6/6/02
YVONNE LIEBEL, PRO SE
JOYCE MORIN
HALLORAN & SAGE, LLP
HON. GARY J. WHITE
CLERK, J.D. OF DANBURY (CV00-0338142S)

022/3102

APPENDIX A67

This Order was received by Appellants on June 17, 2002 to the California address:

APPELLATE COURT
STATE OF CONNECTICUT

AC 22895
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.

Order Date: MAY 22, 2002

CORRECTED ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE RESENT: 6/12/02
NOTICE SENT 5/23/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN W. AHERN
JOYCE A. MORIN
CLERK, WATERBURY SUPERIOR COURT (CV01- 0167458 S)

ct 1010/3107

Appendix B - Statutory Provisions Involved

The First Amendment of the United States Constitution (Freedom of Speech); **The Sixth Amendment of the United States Constitution** (The Right to Fair representation); **The Fourteenth Amendment of the United States Constitution** (Due Process of Law and Equal Protection of the Law)

Connecticut Rules Of Appellate Procedure:

Section 63-3. Filing Appeal in General: " The original appeal form shall be filed with the clerk of the trial court accompanied by a certification that a copy thereof has been served on each counsel of record in accordance with the provisions of Section 62-7. At the time the appeal is filed, the appellant shall, as set forth in Section 63-5, pay to the clerk of the trial court all required fees. The clerk of the trial court shall endorse on the original appeal form the date and time of filing and the receipt, or waiver, of fees. In addition, in non-criminal matters, the trial court clerk shall, without cost, provide the appellant with a copy of the docket sheet (DS1) listing the counsel for all parties. The trial court clerk shall photocopy the endorsed appeal form and return a copy of it to the appellant, who shall file it forthwith, together with the docket sheet and the papers required by section 63-4, with the appellate clerk. The clerk of the trial court shall also send a copy of the endorsed appeal form to the trial judge and, in criminal matters, to the office of the chief state's attorney, appellate bureau."

Section 63-4. Additional papers to Be Filed by Appellant and Appellee when Filing Appeal: "(a) At the time the appellant sends a copy of the endorsed appeal form and the docket sheet to the appellate clerk, the appellant shall also send the appellate clerk an original and one copy of the following: (1) A preliminary statement of the issues intended for presentation on appeal. If any appellee wishes to (A) present for review alternate grounds upon which the judgment may be affirmed, (B) present for review adverse rulings or

decisions of the court which should be considered on appeal in the event the appellant is awarded a new trial, or (C) claim that a new trial rather than a directed judgment should be ordered if the appellant is successful on the appeal, that appellee shall file a preliminary statement of issues within twenty days from the filing of the appellant's preliminary statement of the issues. Whenever the failure to identify an issue in a preliminary statement of issues prejudices an opposing party, the court may refuse to consider such issue.

(2) A preliminary designation of the specific pleadings in the trial court case file which the appellant deems necessary to include in the record including their dates of filing in the trial court, and, if applicable, their number as listed on the docket sheet.

(3) A certificate stating that that no transcript is deemed necessary, or a copy of the transcript order acknowledgment form (JD-ES-38) with section I thereof completed, filed with the official reporter pursuant to Section 63-8.

(4) A docketing statement containing the following information to the extent known or reasonably ascertainable by the appellant: (i) the names and addresses of all parties to the appeal and their trial and appellate counsel and the names and addresses of all persons having a legal interest in the cause on appeal sufficient to raise a substantial question whether a judge should be disqualified from participating in the decision on the case by virtue of that judge's personal or financial interest in any such persons; (ii) the case names and docket numbers of all pending appeals to the supreme court or appellate court which arise from substantially the same controversy as the cause on appeal, or involve issues closely related to those presented by the appeal; (iii) whether there were exhibits in the trial court; and (iv) in criminal cases, (not applicable.) (5) In all noncriminal matters, a preargument conference statement. (6) ...in all non criminal cases a draft judgment file prepared in the form prescribed by Section 6-2 et seq (7) in all noncriminal cases where the constitutionality of a state statute has been challenged, a notice identifying the statute, the name and address of the party challenging it, and whether the statute's constitutionality was

upheld by the trial court. The appellate clerk shall send a copy of such notice to the attorney general. (b) Except as otherwise provided, a party may as of right file amendments to the preliminary statement of issues or the designation of the pleadings in the trial court case file at any time until that party's brief is filed. Amendments to the docketing statement may be filed at any time. Amendments to the preargument conference statement shall not be presented in writing but may be presented orally at the preargument conference, if one is held. (c) Failure to comply with this rule shall be deemed as sufficient reason to schedule a case for sanctions under Section 85-3 or for dismissal under Section 85-1."

Section 65-4. Transfer of matters brought to Wrong Court: "Any appeal or cause brought to the supreme court or the appellate court which is not properly within the jurisdiction of the court to which it is brought shall not be dismissed for the reason that it was brought to the wrong court but shall be transferred by the appellate clerk to the court with jurisdiction and entered on its docket. Any timely filed appeal or cause transferred shall be considered timely filed in the appropriate court. The appellate clerk shall notify all parties and the clerk of the trial court that the appeal or cause has been transferred. In the event that an appeal or cause is so transferred, no additional fees or security for costs will be due."

Section 61-1 (ii) : Where to appeal. "All appeals go directly to the appellate court except that the following appeals go to the Supreme Court (C.G.S.A. Section 51-199):

(2)decision declaring state (but apparently not federal) statute or constitutional provision unconstitutional;

(9)important cases accepted by the Supreme Court under C.G.S.A. Section 52-265a; (11)any other matter provided by law

Section 61-1(vi). Non-final Judgments. C.G.S.A. Section 52-265a, adopted in 1967, states in relevant part: "Notwithstanding the provisions of sections 52-264 and 52-265, any party to an action who is aggrieved by an order or decision of the Superior Court in an action involving a matter of substantial public interest and in which

delay may work a substantial injustice, may appeal under this section from such order or decision to the Supreme Court within two weeks from the date of the issuance of the order or decision. The Appeal shall state the question of law on which it is based.

Section 61-1; 61-1(4); and 61-1(4)(R) automatically stayed proceedings as follows: Pursuant to 61-1 "An aggrieved party may appeal from final judgment, except as otherwise provided by law"; Pursuant to 61-1(4) a final judgment defined as when "the rights of a party are concluded by the order, and the order terminates a separate and distinct proceedings."; Pursuant to 61-1(4)(R) "Trial court rulings, whether final or not, should be stayable by the appellate court on motion, if necessary, to preserve eventual appellate review."

Section 3-9. Withdrawal of Appearance; Duration of Appearance. (a) An attorney or party whose appearance has been filed shall be deemed to have withdrawn such appearance upon failure to file a written objection within ten days after written notice has been given or mailed to such attorney or party that a new appearance has been filed in place of the appearance of such attorney or party in accordance with section 3-8. (d) Except as provided in subsections (a), (b) and (c), no attorney shall withdraw his or her appearance after it has been entered upon the record of the court without the leave of the court.

Section 3-10. Motion to Withdraw appearance.

(a) No motion for withdrawal of appearance shall be granted unless good cause is shown and until the judicial authority is satisfied that reasonable notice has been given to the party or parties represented by the attorney and to other attorneys of record.

Connecticut General Statute Section 51-88 (a). Practice of law by persons not attorneys : "A person who has not been admitted as an attorney under the provisions of section 51-80 shall not: (1) Practice

law or appear as an attorney-at-law for another, in any court of record in this state."

Notes of Decisions: (7)- Corporations or associations, practice of law. " ...Since a corporation cannot practice law directly, it cannot do so indirectly. Id. The relation of an attorney to his client is pre- allegiance, a conspicuous degree of faithfulness and disinterestedness, absolute integrity and utter renunciation of every personal advantage conflicting in any way directly or indirectly with the interests of his client, and only a human being can conform to these exacting requirements, and hence artificial creations such as corporations or associations cannot meet such requirements, and therefore cannot engage in practice of law. State Bar Ass'n of Conn. V. Connecticut Bank & Trust Co. (1958) 140 A.2d 863, 145 Conn.222.

Connecticut General Statute Section 51-88 (d)(2). Practice of law by persons not attorneys : "(T)he provisions of this section shall not be construed... as prohibiting any person from practicing law or pleading at the bar of any court of this state in his own cause."

Connecticut General Statute Section 51-15. Provides for the commencement of small claim actions by an attorney or other person.

Connecticut General Statute Section 52-73. Municipal corporations may sue and be sued: Towns, societies, communities and corporations may prosecute and defend civil actions, may appoint agents to appear in their behalf and may employ attorneys in such actions. (1949 Rev. Section 7794; 1959, P.A. 152, Section 74.)

P.B. Section "Client-Lawyer relationships" Rule 1.2 "Legal representation should not be denied to people who are unable to afford legal services, or his cause is controversial or the subject of popular disapproval."

Appendix C – Matters Before the Court - Actions joined in this Petition, their respective Courts; Docket history; and Case summaries:

1. **The "Lead Action"** (Case #1- Pending at the Waterbury Superior Court Complex Litigation Docket, at Waterbury, Connecticut):

The Alliance Foundation, Inc,; Yvonne Liebel; Alliance Capital, Inc.; Alliance International Development, Corp.; DTl-USA, Inc. and General Homes, Inc.; Plaintiffs/Petitioners (The "Alliance Entities")

VS.

Eugene Grant; Robert Nagro; Richard Solomon; Ridgefield Bank; Reynolds and Rowella, LLP; Weil, Gotshal and Manges LLP; Bridge to Brotherhood, Inc.; Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; PricewaterhouseCoopers/ Kesselman & Kesselman LLP; Defendants.

Docket History: CV-00-0338520 (Danbury Superior Court (DSC))(2/00); A.C.21419 (Connecticut Appellate Court (CAC) (11/00); (X05) CV-01-0183182 (Stamford Superior Court Complex Litigation Docket (SCLD)) (3/01); Petition for Writ of Certiorari No. 01-258 (U.S. Supreme Court)(7/01); (X02) CV-01-0167482 (Waterbury Superior Court Complex Litigation Docket (WCLD)) (9/01); S. C. 16722 (Connecticut Supreme Court (CSC)) (3/02); A.C. 22896 (Connecticut Appellate Court (CAC))(4/02)

Note: The Defendant, Reynolds and Rowela, LLP, through its Senior Partner, Thomas Reynolds, is an officer and a board of directors member of the Visiting Nurse Association of Ridgefield, Inc. He is also an officer and a board of directors' member of the Defendant,

the Ridgefield Bank. He and his firm through conspiring with others, almost single handedly brought down the Alliance Foundation, Inc. and its related companies (see sworn affidavit by Mr. Reynolds dated April 28, 2000.

Case Summary: A Third Amended Complaint was filed in Danbury Superior Court on 10/24/00 by order of Hon. Adams J.; Original Summons and Complaint were filed on 2/18/00 against Eugene Grant (Esq.); Richard Solomon and Robert Nagro (officers/directors of the Foundation); The action alleges conspiracy to destroy The Alliance Foundation and defraud the Plaintiffs of their assets; At the center of the Foundation's assets are two breakthrough IRS private-letter-tax-rulings that the Plaintiff, Yvonne Liebel, originated in 1991 and 1996 for the Foundation and equities in five start-up companies that the Foundation assisted between 1993-1998; On or about 7/7/00, the Plaintiffs filed a Motion and Memorandum of Law to Cite In four additional Defendants to the case: Ridgefield Bank; Weil, Gotshal and Manges, LLP; Mark Hoenig, Esq.; and David Stone, Esq.(the Foundation's pro bono attorneys and trustees since 1990). Several days later Hon. Radcliff, J. granted the Plaintiffs' motion. On 11/15/01 Hon. Hiller, J. ordered to cite in Bridge to Brotherhood, Inc. (Weil, Gotshal and Manges' new charity that fraudulently replaced The Alliance Foundation, Inc. and took over its assets); Ira Millstein, Esq.; Marvin Jacob, Esq.; (senior partners at Weil, Gotshal and Manges and members of the charity's board of directors). To the Plaintiffs' stunned reaction, Hiller J. excluded two indispensable Defendants for the reason that their inclusion "would complicate and confuse the issues...", Reynolds and Rowella, LLP and PricewaterhouseCoopers, LLP. The main reason for not including all parties in the original complaint was due to intentional misrepresentation by the Plaintiffs' in-house attorneys, Richard Gregg and Beth Barbosa. This single misleading advice caused the Plaintiffs undue delays and appeals that critically damaged their litigation and resources. Following these favorable rulings by Hon. Radcliff, J. and Hon. Hiller, J., on 10/12/00 the Defendants filed an application to transfer the case to Stamford's CLD; On 11/15/00 the

case was transferred by Stamford's CLD, Hon. Tierney J., granting the Defendants' application; The case was given a new and peculiar (X05) Docket No.; Both the transfer and the exclusion of Reynolds and Rowella, LLP and PricewaterhouseCoopers, LLP were immediately appealed by the Plaintiffs; On 3/21/01 the Appellate/Supreme Court dismissed the appeal by granting the Defendants' Motion to Dismiss Appeal on the basis of interlocutory appeal; The decision was rendered by 2 out of 3 Justices; Hon. Schaller, J. recused; On July 2001, Plaintiffs filed a Petition for Writ of Certiorari to U.S. Supreme Court citing that both the transfer and the Stamford CLD's conduct was unconstitutional; in their Cert, the Plaintiffs also raised the questions of denied counsel caused by continuous tampering with the Plaintiffs' counsel by the Defendants, and the Court violations of Plaintiffs' Substantive and Procedural Due Process of Law; Although Cert was denied, in 9/01 the case(s) was transferred from Hon. Tierney, J's Stamford CLD to Hon. Sheldon, J's Waterbury CLD and was given yet another docket No.; Hon. Tierney J. was transferred to Stamford's regular docket. Since Hon. Sheldon, J. received the case 7 months ago he failed to rule on any of the numerous Plaintiffs' pending and new pleadings. He also refused to acknowledge the Plaintiffs' plight in obtaining zealous counsel to represent their claims and their many requests for the court to intervene in the matter; On the contrary, on 3/12/02 Hon. Sheldon, J. penalized the Plaintiffs by granting the Defendants' "Objection to Plaintiffs' Motion to Appear" (in the alternative to securing zealous counsel) while rendering the Plaintiffs' allegations of theft of their documents, break-in to their offices, interference with their communications, tampering with their residences, etc., against the Defendants without merit; This, in spite of countless exhibits over an extended period of time, and while keeping a deafening silence about the Defendants' conduct who are yet to file answers to the complaints filed in 2/00, produce a single piece of evidence contrary to the allegations, and the filing an appearance by certain members of the Weil, Gotshal and Manges' team on 10/29/01, at his first Waterbury Status Conference, 10 months after they were served; On 3/20/02, Plaintiffs attempted to file a

consolidated appeal to the Supreme Court of Hon. Sheldon, J's 3/12/02 ruling; Their filings were continuously rejected by the Courts' Clerks but finally on 4/3/02, the Chief Justice denied the filing pursuant to 52-265a although the issues raised were civil/constitutional rights violations and and on the basis of incomplete file. The Court transferred the case(s) to the Appellate Court for lack of Supreme Court jurisdiction pursuant to P.B. Section 65-4 where interlocutory appeals are seldom granted; On 4/12/02, Plaintiffs filed a Motion for Reconsideration based on the Courts' Clerks defected filing procedures pursuant to P.B. Section 63-3; On 4/15/02 the Plaintiffs filed Motions and Memoranda of Law for Stay of Proceedings pursuant to 61-11 and 71-6 considering the Motions for Reconsideration and Motions to Consolidate all actions. On 4/19/02 the Plaintiffs filed Motions for Stay of Proceedings pursuant to Sections 61-11 and 71-7. In a most unusual move, the Appellate/Supreme Court intervened and issued an order dated 4/11/02 to Hon. Sheldon, J. pursuant to P.B. Section 61-11(d) requesting that he rules on the Defendants' "Motion to Dismiss Appeal or in the Alternative to Terminate Stay" dated 4/9/02; On 4/24/02, a hearing was held at the Waterbury CLD on said Defendants' motion; On 4/26/02, Hon. Sheldon, J., granted the Defendants' motion on the basis that the Plaintiffs' appeal was interlocutory, frivolous and designed to delay proceedings while insinuating during said hearing that the Plaintiffs' plight in securing zealous counsel was largely the Plaintiff, Yvonne Liebel's inability to get along with any counsel and/or pay said counsel; Hon. Sheldon J. ignored the Plaintiff, Yvonne Liebel's argument that interlocutory appeal to the Supreme Court was permissible and the transfer to the Appellate Court was on appeal, clearly making his decision unconstitutional; Further, Sheldon J. turned a deaf ear throughout the 7 months to the Plaintiffs request for the Court's intervention in this matter and the many pleadings and exhibits filed in the course of two and a half years including a document entitled the "Alliance Attorney Saga" filed in his Court on 1/8/02, detailing the Plaintiffs' trials and tribulations with counsel at an approx. $250,000 in legal fees paid to attorneys who provided

misleading advice while squandering the Foundation's funds and put its founder in $2,000,000 debt; This current appeal filed on 4/26/02 by The Alliance Foundation, Inc.; Yvonne Liebel; and the remaining Alliance Entities in the matter of the Visiting Nurse Association, Inc. will include Hon. Sheldon, J's 2 decisions, the only 2 decisions he rendered in 7 long months, both of which are in favor of the Defendants. To date the cases that MUST be consolidated for reasons as they stem from the same fact pattern and involve common parties, necessary for complete determination of the issues, judicial economy and the interests of justice, are still pending in separate courts in spite of several reclaims and requests for adjudication. Hon. Sheldon J's delays under the premise he was giving the Plaintiffs time to secure counsel (knowing full well this was an impossible task) caused significant if not irreparable harm to the already fragile Plaintiffs and their claims; Hon. Sheldon, J's delayed justice in a case where a lone woman, without counsel, stands up to giant entities and their moles for five long and traitorous years, ridden with debt, chaos, and illness caused by the Defendants, in pursuit of justice for the fraudulent massive betrayal and the destruction of her life, her family's, and the life of the corporations she founded, is truly a denied and heartless brand of justice, at best.

Pleadings entered:

1. Third Amended Complaint; 2. "Alliance Attorney Saga"; 3. Evidence of Collaboration between the Defendant, Reynolds and Rowella LLP, and the Defendants, Eugene Grant and Richard Solomon in the destruction of the Alliance Entitie; 4. Additional Evidence to the conspiracy to destroy Alliance 5. First Petition for Writ Certiorari 6.Waterbury CLD Docket Sheets; 7. Transcripts; 8. Court Rulings.

The "3 Grant matters" (Cases #2, 3, 4, Pending at the Waterbury Superior Court, Complex Litigation Docket, at Waterbury, Connecticut.):

2. Eugene M. Grant **VS.** The Alliance Foundation, Inc.

Docket History: CV-00-0341050-S (DSC)(11/00); CV-01-0184857-S(X05)(SCLD)(7/01); Petition for Writ of Certiorari No. 01-258 (U.S. Supreme Court)(7/01); X02 CV-01-0167556 (WCLD)(9/01); S.C. 16723 (CSC)(3/02); A.C.22897 (CAC)(4/02)

3. Eugene M. Grant **VS.** Alliance Capital, Inc.

Docket History: CV-00-0341048-S (DSC)(11/00); CV-01-0184858-S (X05)(SCLD)(7/01); Petition for Writ of Certiorari No. 01-258 (U.S. Supreme Court) (7/01); X02 CV-01-0167457 (WCLD) (9/01); S. C .16721(CSC) (3/02); A.C.22894 (CAC) (4/02)

4. Eugene M. Grant **VS.** Alliance Capital, Inc.

Docket History: CV-00-0341049-S (DSC)(11/00);CV-01-0184858-S (X05)(SCLD)(7/01); Petition for Writ of Certiorari No. 01-258 (U.S. Supreme Court) (7/01); XO2 CV-01-0167458 (WCLD) (9/01); S.C.16719 (CSC) (3/02); A.C.22895 (CAC) (4/02)

Note: These cases filed by Eugene M. Grant on 11/20/00, five days after the lead action was transferred to Stamford, are 3 fraudulent contract/note actions, two of which (Alliance Capital, Inc.) are exhibited with notes prepared by Mr. Grant's office without the Defendants' signatures. The third note to The Alliance Foundation, Inc. with Ms. Liebel's signature on behalf of the Foundation was designed by Mr. Grant to insure the destruction of the Foundation through "upon-demand" collection of this "debt" in the event the Alliance survived Mr. Grant's conspiracy. These actions also aimed to tax the Defendants and confuse, disturb and shift attention from

proceedings in the lead case, all of which were achieved successfully.

Cases Summary: In 12/00, the Defendants, The Alliance Foundation, Inc. and Alliance Capital, Inc. moved for consolidation of the "Grant Cases" with the lead case and the Bank case. The matter appeared on the Danbury Superior Court short calendar on January 8, 2001. At the hearing in Danbury the Court Clerk instructed the Defendants and their counsel, Attorney Joyce Morin, to leave the Court before marking their Motion Ready by stating that the matter was transferred to Complex Litigation Docket in Stamford, verbally referring to written Court instructions from CLD that didn't exist, which was verified later that morning to Liebel and Morin by Tierney, J's Court officer. As a result, the motion was not ruled on that day, instead, on 1/8/01, Hon. Adams, J. issued an order delaying the decision for 30 days during which time the Court transferred the Grant Cases to Stamford, without a Court hearing in Danbury. On 1/26/01, the Defendant corporations filed objections to the transfer. On 2/22/01 the Stamford CLD scheduled a hearing on the transfer for 3/12/01; On 11/00 the Defendant corporations joined the appeal in the lead cases, appealing the transfer and other related decisions as described above; At the hearing on 3/12/01, Hon. Tierney J. denied Motions for Continuance for good cause: The Appellate Court decision on the transfer of the lead case was expected any day, which would affect proceedings. In addition, Ms. Liebel was ill in California and Attorney Morin was unable to represent the corporations alone; The Court insisted on holding the hearing, which brought about Attorney Morin's dismissal to avoid possible misrepresentation at the hearing; Hon. Tierney J. conducted the hearing without authorized counsel present. Morin's dismissal necessitated the filing of an appearance in the Grant Cases by Attorney Kevin Ahern; On 3/21/02 the Appellate Court dismissed the Appeal by granting the Defendant's Motion to Dismiss (Hon. Schaller, J. Recused). The Court wasted almost 3 months to consider the transfer to Complex Litigation Docket; the Court failure to rule on properly filed motions; and claims of due process violations,

only to quickly dismiss appeal on a motion denying the Appellants right to review. On 4/6/01 Tierney, J. assigned the lead case a new CLD Docket No. Although the Defendant Corporations did not pursue the appeal in the Grant Cases, as a result of the ruling on the lead case, and no documents were filed with the Appellate Court, Attorney Ahern kept advising Ms. Liebel that the Appellate Court left him messages and spoke to him, inquiring about the appeal urging her to pursue the appeal to the Appellate Court; On 4/19/01 Yvonne Liebel wrote a letter to the Court and to Attorney Ahern advising them (what Attorney Ahern had known for sometime) that the Corporations in the Grant Cases planned to file a direct appeal to the Supreme Court and join it with the lead case and the Ridgefield Bank case on 4/25/01;Several hours later Yvonne Liebel received a fax from Attorney Ahern of an Appellate Court Notice dated 4/16/01, assigning the Grant Cases Appellate Docket numbers and case managers, contrary to instructions pursuant to P.B. Section 63-3. An hour later, Yvonne Liebel received another fax from Attorney Ahern with attached Motions to Dismiss Appeal and for Sanctions dated 4/17/01, filed by Eugene Grant's counsel in these 3 defective appeals. Attorney Ahern's conduct was irregular and misleading and caused an escalation in an already tensed client-attorney relations; Attorney Ahern resigned in April but agreed to remain until a new counsel was retained; He offered no explanation for his conduct; On 6/21/01 the Appellate Court granted Eugene Grant his Motion to Dismiss but denied the Motion for Sanctions. Hon. Schaller, J. recused from both decisions; Immediately following the Appellate Court decisions, Yvonne Liebel accepted Attorney Ahern's resignation; On 5/ 7/01 the Supreme Court denied Certification. On 6/18/02, Attorney Joyce Morin unexpectedly resigned from general representation of the Alliance Entities; On 6/22/01Yvonne Liebel informed Stamford's CLD of these developments. At the time of the preparation of the Petition for Writ of Certiorari in June-July 2001, the Corporations were without counsel, forcing Yvonne Liebel to prepare and file the Cert pro se. On 7/18/01 the Stamford CLD sent notices, transferring the Grant Cases to Stamford's CLD, issuing new CLD Docket No's. In

9/01 the Grant Cases were transferred to Waterbury's CLD. To date, 16 months after Langenbach, J. in Hartford issued his interlocutory Order approving the Defendants' application for transfer of the lead case to Stamford's CLD, none of the Defendant Corporations pleadings have been ruled on which stymied proceedings and brought the expanded litigation to a dead stop; This while Eugene Grant and the remaining Defendants were desperately filing motions to dismiss and default the entire litigation, at any possible opportunity, on a technicality they had created- the Corporations' inability to secure zealous counsel to represent their claims- or in the alternative get defaulted or dismissed through an attorney that would misrepresent their interests, all the while exhausting the Plaintiffs' resources on this legal merry-go-round.

5. **The "Bank Matter"**, (Case #5, Pending at the Danbury Superior Court at Danbury, Connecticut):

DTL-USA, Inc. and Yvonne Liebel, Plaintiffs

VS.

Ridgefield Bank, Defendant.

Docket History: CV 00 0338142 S (DSC)(1/00); A.C. 21419 (CAC)(11/00); Petition for Writ of Certiorari No. 01-258 (U.S. Supreme Court)(7/01); S.C. 16717(CSC) (3/02); A.C. 22892 (CAC)(4/02)

Note: The Ridgefield Bank, through its officer, Ms. Joyce Ligi, is an officer and a board of directors' member of the Visiting Nurse Association of Ridgefield, Inc.; DTL-USA, Inc. is a marketing company for The Alliance Foundation, Inc., a 501(c)(3) Connecticut Public Charity, operating out of same location, subleased to them by

the Visiting Nurse Assoc. of Ridgefield, Inc.; Yvonne Liebel is Founder, Officer, CEO and Representative of both entities.

Case Summary: On 1/10/00, DTL-USA, Inc. and Yvonne Liebel filed a Summons and Complaint in the Judicial District of Danbury in Danbury against Ridgefield Bank of Ridgefield, Connecticut (the Plaintiffs' Bank since 1990), alleging UCC and other violations by the Bank. On or about 7/7/00 the Plaintiffs filed a Motion and Memorandum of Law to Cite In the Defendant, Ridgefield Bank, into the lead case also filed in Danbury one month later, more specifically described below. Within a few days, Hon. Radcliff, J. granted the Plaintiffs' motion. On 10/24/00, on Order by Hon. Adams, J., the Plaintiffs filed in both cases Motions to Consolidate this action with the lead action, for reasons of judicial economy; that both actions stemmed from the same fact pattern and involved common parties; and for complete determination of the issues and the interests of justice. On 11/15/00, following the Defendants' application to transfer the lead case to Stamford Superior Court Complex Litigation Docket (CLD), the CLD transferred the lead case and left this action in the Danbury Superior Court while failing to rule on the properly filed Motions to Consolidate filed in both cases. In November 2000, Plaintiffs filed an appeal to Appellate Court, appealing the transfer of the lead case; the Court's failure to rule on the Motions to Consolidate; and the partial transfer. On 3/21/02, the Appellate Court (2 out of 3 justices, Hon. Schaller, J. recused) dismissed the appeal by granting the Defendant's Motion to Dismiss on the basis it was interlocutory. On 4/24/01 the Plaintiffs filed a Joint Petition for Certification to the Supreme Court. On 5/7/01 the Supreme Court denied Certification. In July 2001, Plaintiffs filed a Petition for Writ of Certiorari to the U.S. Supreme Court arguing that both the transfer and the Stamford CLD's conduct was unconstitutional. Plaintiffs also raised the questions of denied counsel caused by the Defendants' tampering on a continuous basis with the Plaintiffs' counsel; In their Cert, the Plaintiffs also appealed the Connecticut Courts' violations of Plaintiffs' Substantive and Procedural Due Process of law. Although

Cert was denied, in 9/01 the lead case was transferred from Stamford, Tierney, J's CLD to Waterbury, Hon. Sheldon, J's CLD and Tierney J. was transferred from the Stamford CLD to the Stamford regular docket. On 3/20/02, seven months after the lead case was transferred to Hon. Sheldon, J. and following a ruling by him in the lead case, the Plaintiffs, once again, attempted to file a consolidated appeal to the Connecticut Supreme Court, appealing the CLD's failure to rule on the Motion to Consolidate and transfer this case to the Waterbury CLD; The Plaintiffs' filings were continuously rejected by the Clerks, but finally on 4/3/02, the Connecticut Chief Justice denied the filing on the basis of 52-265a. The Supreme/Appellate Court Chief Clerk, therefore, transferred the case(s) to the Appellate Court for lack of Supreme Court jurisdiction pursuant to P.B. Section 65-4; On 4/12/02, Plaintiffs filed a Motion for Reconsideration to the Supreme Court based on the Courts' Clerks defected filing procedures pursuant to P.B. Section 63-3; On 4/15/02 the Plaintiffs filed Motions and Memoranda of Law for Stay of Proceedings pursuant to 61-11 and 71-6 considering the Motions for Reconsideration and Motions to Cnsolidate. On 4/19/02 the Plaintiffs filed Motions for Stay of Proceedings pursuant to Sections 61-11 and 71-7. In a most unusual move, on 4/11/02 the Appellate/Supreme Court intervened and requested from Hon. Sheldon, J., pursuant to P.B. Section 61-11(d) to rule on the Defendants' "Motion to Dismiss Appeal or in the Alternative to Terminate Stay" dated 4/9/02; On 4/24/02, a hearing was held at the Waterbury CLD on said Defendants' motion; On 4/26/02, Hon. Sheldon, J., granted the Defendants' motion in the lead case on the basis that the Plaintiffs' appeal was interlocutory, frivolous and designed to delay proceedings. Hon. Sheldon J. also insinuated during said hearing that the Plaintiffs' plight in securing zealous counsel was largely due to the Plaintiff, Yvonne Liebel's inability to get along with any counsel and/or pay said counsel's fees, although a document entitled the "Alliance Attorney Saga" was filed in his Court on 1/8/02, detailing the Plaintiffs trials and tribulations with counsel and the expenditure of approx. $250, 000 in direct legal fees to a breaking point for the Foundation and its

Founder which is now $2,000,000 in mortgage debt. At the hearing, Hon. Sheldon J. ignored the Plaintiff, Yvonne Liebel's argument that an interlocutory appeal to the Supreme Court was permissible and the transfer to the Appellate Court was on appeal due to the Courts' violation of P.B Section 63-3. To date the cases are still separated and the properly filed Motions are yet to be ruled on in spite of several reclaims and requests for adjudication. Early this year the Defendant's counsel, Stephen Fogerty, filed a Motion for Non Suit in this case without sending a copy to the Plaintiffs. By chance, the Plaintiffs discovered the Motion on the Internet just in time to object. Hon. White, J. denied the Defendant's motion. To date the Plaintiffs do not have a copy of the Motion or knowledge of the basis on which it was filed. This appeal filed on 4/26/02 by The Alliance Foundation, Inc.; Yvonne Liebel; and the Alliance Entities in the Visiting Nurse Assoc. of Ridgefield, Inc. will also appeal Hon. Sheldon, J's related rulings or their lack thereof, directly affecting this matter.

Pleadings entered:
Complaint
Motions and Memoranda of Law to Consolidate
First Petition for Writ of Certiorari
Docket Sheets and Court Rulings.

6. **The "Eviction Matter"** (Case #6, Pending at the Danbury Superior Court at Danbury, Connecticut.):

The Visiting Nurse Association of Ridgefield, Inc. VS. The Alliance Foundation, Inc.

Docket History: SP02-10636 (DSC)(1/02); A.C. 22832 (CAC)(3/02); S.C.16718 (CSC)(3/02); A.C.22893 (CAC)(4/02);

Note: The final blow to The Alliance Foundation, Inc.; Yvonne Liebel and the Alliance Entities was delivered by the Visiting Nurse Association of Ridgefield, Inc., their landlord since 1996, through a fraudulent Eviction Notice served in an underhanded manner and initiated by its officers and board of directors members: Helena Nicholas, its president; Joyce Ligi of Ridgefield Bank; and Thomas Reynolds of Reynolds and Rowella, LLP.

Case Summary: Reynolds and Rowella, LLP were the Appellants' CPA firm for approx. 12 years and the Ridgefield Bank was their financial institution for approx. the same period. Both are closely associated with each other and the Visiting Nurse Association of Ridgefield, Inc. (VNA) On October 25, 2000, the morning after the Third Amended Complaint was filed, naming Reynolds and Rowella, LLP as Defendant in the lead action, the Appellants' offices were broken into and flooded, specifically their accounting/financial office. Yvonne Liebel was called by Roberta Thomas, Helena Nicholas' Assistant, to open the offices due to water damage below. Appellants have been subleasing second floor space from the VNA since 1996, for which they initially spent between $40-50,000 on space improvements. The VNA controls the security system of entire space. Following the break in, the Appellants seldom used their offices but felt it was important to continue having possession of the premises due to the pending lawsuits against their officers and directors and to keep the premises status quo until the actions were resolved. Up to the break-in, The Alliance Foundation, Inc., a 501(c)(3) Connecticut public charity and the formal tenant on the lease was always current on its rent. As a result of Ridgefield Bank and Reynolds and Rowella's unlawful conduct, more specifically described in the two complaints, the Alliance Entities have been irreparably harmed to a point were these vibrant entities in 1996 were broken down in 2001, unable to pay their rent (See attached list of Exhibits). On August 22,

2001, the Appellant Yvonne Liebel and Helena Nicholas met and agreed to temporarily amend downward the rent payments to $250.00 per month until Ms. Liebel secured a loan from Washington Mutual, her mortgage lender, at which time she would bring the Foundation current on its rent. They also agreed to temporarily extend the lease by one year and review the overall situation with the lawsuits at that time. Ms. Liebel informed both Ms. Nicholas and her Assistant that she was going to spend a couple of months in California with her father who had suffered a stroke. Ms. Liebel provided them with her address and phone numbers in California. Per their agreement, Ms. Liebel stopped at Ms. Nicholas' office to give her the good-faith personal check for $5000.00 and a letter confirming their agreement but Ms. Nicholas was not at her office. Her Assistant received the check on her behalf and noted it on the letter agreement (See Exhibit A, August 22, 2001 letter of agreement.) In late September Ms. Nicholas's assistant called Ms. Liebel in California to remind her of the rent check. Ms. Liebel asked the Assistant to confirm with Ms. Nicholas that the rent she should pay was still in accordance with the letter of agreement. The assistant called back the following day with a confirmation. In October, Ms. Liebel sent a personal check for $1000.00 covering the rent for the months of September through December 2001 (See Exhibit B, a copy of check for $1,000.00 to the VNA and Exhibit C, a copy of Manufacturers Bank statement showing the cashing of the check by the VNA). On December 27, 2001, Ms. Liebel temporarily returned to Ridgefield to assist her son to organize for a new university semester out-of-state. To her shock and disbelief she discovered on her residence' door a Notice To Quit by the VNA for non-payment of rent for the months of September through December 2001 (See exhibit D, Notice to Quit). No one from the VNA contacted Ms. Liebel in California prior to serving the Notice. Ms. Liebel called Ms. Nicholas and asked her to withdraw the Notice to Quit, otherwise she would be forced to defend the Alliance Entities and drag the VNA and Ms. Nicholas into the more expanded lawsuit, but Ms. Nicholas refused to withdraw.

In the course of this unlawful and fraudulent Summary Process eviction, numerous pleadings that were filed by the Appellants were denied, including a Motion filed by Appellant, Yvonne Liebel, to Appear on behalf of the Alliance Foundation, Inc. which was financially broke; her Motion to join as a New Party Defendant in order to defend her interests and the Alliance interests in the lawsuit; A Motion to File a Third Party Complaint against Officers Nicholas, Ligi, and Reynolds; a Motion to Consolidate these actions that stemmed from the same fact pattern and shared common parties; a Motion for Stay of Execution following the filing of an appeal; and a Motion to Withdraw Appearance filed by The Alliance Foundation, Inc.'s new counsel following this counsel's dismissal by Ms. Liebel on March 13, 2002. Further, Hon. Ginocchio, J. who consistently denied the Appellants' motions also issued an Order to hold a trial hearing in this case on April 22, 2002, insisting that Attorney Williams who was dismissed by the Appellants for misrepresentation, represent the Appellants in the trial. Since that decision was rendered on March 25, 2002, the Appellants tried unsuccessfully to secure new counsel for their cases, a severe and continuous problem they encountered from the outset of this expanded litigation. The decisions made by Hon. Ginocchio, J., and other decisions or lack thereof by Hon. Michael R. Sheldon at the Waterbury CLD with regard to related cases consistently denied Appellants' their constitutional rights of access to the courts and due process of law as guaranteed to them under the First and Fourteenth Amendments. Over time a vicious circle was established that began with the Appellant corporations' inability to secure zealous legal counsel to represent their interests; the Courts turning a deaf and defiant ear to their hardships; and ended with C.G.S.A. 51-88 (Section 7 annotated) disallowing Yvonne Liebel, in the alternative, to represent the corporations she founded. This vicious circle left the corporations without any representation whatsoever, subject to dismissal and default of their claims by opposing counsel and the Courts. On 3/5/02 an appeal was filed to the Appellate Court of Ginocchio's Rulings; and on 3/20/02, the Appellants attempted to file a consolidated appeal to

the Supreme Court of Hon. Sheldon, J's 3/12/02 ruling and Ginocchio, J's 3/18/02 ruling; Their filings were continuously rejected by the Courts' Clerks but finally on 4/3/02, the Chief Justice denied the filing on the basis of 52-265a and the Court transferred the case(s) to the Appellate Court for lack of Supreme Court jurisdiction pursuant to P.B. Section 65-4; On 4/12/02, Plaintiffs filed a Motion for Reconsideration based on the Courts' Clerks defected filing procedures pursuant to P.B. Section 63-3; On 4/15/02 the Plaintiffs filed Motions and Memoranda of Law for Stay of Proceedings pursuant to 61-11 and 71-6 considering the Motions for Reconsideration and Motions to Consolidate all actions. On 4/15/02 the Appellate Asst. Clerk dismissed the appeal to the Supreme Court as the subsequent pleadings to the Civil-Appeal form which he unreasonably requested be at the Court on Friday 4/12/02, reached the Court on Monday 4/15/02 although the Motion for reconsideration was faxed to the Court before noon Friday, to alert the Court, the hard copy motion and 15 copies would be at the Court on Monday. On 4/19/02 Yvonne Liebel was a the Court to file an urgent Motions for Stay of Proceedings pursuant to Sections 61-11 and 71-7, trying to stay the eviction trial on 4/22/02. The clerk advised her to make certain changes on the document in order to receive a quick ruling. The Motion was dismissed. The motion for stay on the other related cases were denied.

7. **The "Murals Matter"** (Case #7, Pending at the Danbury Superior Court at Danbury, Connecticut.):

Rene Heinecke VS. Yvonne Liebel

Docket History: Docket No. CV: 98-0333546-S (DSC)

Note: This is a frevelous and fraudulant case designed to confuse, harass, and squander the Plaintiff's funds in the Lead Action, Yvonne Liebel. Its purpose is identical to the purpose of the 3 Grant Matters.

Case Summary: In March 1996, the Defendant, Yvonne Liebel, contracted with the Plaintiff, Rene Heinecke, to provide artistic services in the form of creating paintings, murals, and such for the Defendant/Alliance Entities' property, which was under construction at the time. The total amount of the contract was $8,000 (see Exhibit A, contract, 1 page). Plaintiff was paid $4000 upon execution of the contract and an additional $4250 upon completion (See Exhibit B, front and back of both cashed checks, 4 pages.) Plaintiff fulfilled her services in a timely manner and was promptly paid for said services. In April 1996, Defendant contracted with Plaintiff to provide additional such services for the same property. The total amount of the contract was $17,000 (See Exhibit C, contract, 1 page.) Defendant paid Plaintiff $8,500 upon execution of the agreement and balance of $8,500 was due upon completion (See Exhibit D, front and back of cashed check, 2 pages). The contract, prepared by the Plaintiff, stated that Defendant had final say on the work performed by the Plaintiff. On October 25, 1997, six months after the project had started, Defendant paid Plaintiff an additional sum of $3,500, an interim payment not required by contract, as the project was still incomplete, to motivate Plaintiff to complete it (See Exhibit E, front and back of cashed check, 2 pages). Contrary to Plaintiff's diligence in performing her services during the term of the first contract, Plaintiff accepted numerous other jobs during the term of her second contract, which took her away from the project for months at a time. Also, Plaintiff was not available and/or refused to respond to Defendant's repeated requests for Plaintiff to cure some of the defects in plaintiff's work. Plaintiff ended up prolonging the project for months and without curing said defects, thereby, materially breaching the contract (see Exhibit F, a photo of one example of an unfinished job). In response to Plaintiff's actions, Defendant withheld the final payment and actually began soliciting

bids from other artists to finish said project (see Exhibit G, outside bid dated 3/20/97, 2 pages). Proposals made by the other artists were deemed too costly for Defendant, and too risky for the project for mixing the styles of two different artists. Therefore, to this day, Plaintiff's work is still incomplete by the standards set in the contract.

On May 2, 1997, or seven months after Defendant hadn't heard a word from Plaintiff, Defendant had received a demand letter from Norman Voog of Ridgefield, an attorney the Plaintiff had hired to collect the balance on said contract. Said letter distorted the facts listed above. Since the Defendant had over 50 subcontractors working on the job during the construction period, all of whom were fully paid for their services, totaling approx. $2MM, there was no reason to single out this artist (see Exhibit H, Affidavit by Charles Burton, construction manager, 2 pages) and (see Exhibit I, a letter from subcontractor, Noble H.V.A.C Systems) and (see Exhibit J, A letter from subcontractor Reese Builders Corporation, 1 page). The Defendant made many attempts to settle this issue with Attorney Voog, however, he was uncommunicative and disinterested in settlement. Finally, after months of not hearing from Attorney Voog, in November 1998, a civil suit was filed against the Defendant, signed by attorney Christopher Molyneaux, an associate of Attorney Voog. To the Defendant shock and outrage, the suit was filed in the Danbury Superior Court for an amount greater than $15,000 (the amount withheld from the artist until completion was $5000). Again, Defendant tried to resolve this matter amicably with Plaintiff's Attorney. Defendant made numerous phone calls and sent faxes in attempt to resolve this frivolous lawsuit, but to no avail. Voog's office was intent on turning a minor dispute into a full fledged litigation, while the Defendant who is inexperienced in litigation, stood helpless against these attorney's conduct. After the filing of an answer on May 15, 1999, the Defendant sent a series of Interrogatories and Requests for Production on November 5, 1999 to Plaintiff's attorney with the help of an in-house legal counsel she hired in October, attorney Richard Gregg. The Plaintiff did not

respond to the discovery. The Defendant was advised by in-house counsel that the lack of response meant that the case was either dormant or dismissed outright for lack of prosecution and that there was nothing further to do in this matter. On June 8, 2000, the Defendant, to her surprise, received the first notice from the Danbury Superior Court since 1999, dated by the Court May 23, 2000, notifying her that on May 18, 2000, the Court had denied Plaintiff's Motion for Continuance. The Court's notice was dated 5 days after said hearing had taken place. After making inquiries to the Court, Defendant was shocked to discover that on May 19, 2000, the Court assigned this matter to the hearing in damages list. Without a motion by Plaintiff for Default, the Court determined judgment for Plaintiff. Defendant had been defaulted in the case for failure to appear at said hearing. Defendant. Defendant at no time ever received notice of said hearing. At the time Defendant appeared pro se, without counsel, and as such it was the Court's duty to notify such pro se party of required appearance dates. On July 12, 2000, the Defendant filed a motion to Set Aside Default and a motion for Nonsuit. On July 28, 2000 hearing, the Court set aside the default, but awarded the Plaintiff's attorney $250.00 for some unknown reason to the Defendant.

In August 2000, the Defendant filed a request for Leave to Amend Special Defense and a Counterclaim by another part time in-house counsel, William Barrante. On August 10, 2000, Attorney Molyneaux filed an answer but failed to plead. Attorney Molyneaux also requested a copy of the Interrogatories and Request for Production, which he claimed he had lost. By September 27, 2000, when Plaintiff failed to comply with discovery, the Defendant claimed the Motion for Nonsuit on the short calendar and a hearing was scheduled for November 13, 2000. On or about November 2, 2000, the Plaintiff filed a motion for continuance to postpone hearing to first week of December without sending a copy of the pleading to the Defendant, and motion was denied. On November 10, 2000, Plaintiff faxed the Defendant Notice of Compliance and an unacceptable response to interrogatories (see Exhibit K, 7 pages).

Plaintiff did not respond to request for production. On November 13, 2000, at the short calendar assigned hearing, Plaintiff promised the Defendant to comply with both interrogatories and the request for Production within a week, not putting any limitations on said discovery requirements. On November 17, 2000, Plaintiff faxed the Defendant a Notice of compliance re: request for Production and copy of documents consisting only of attorney's invoice to the Plaintiff and the two contracts that both parties already had (see exhibit L, 11 pages). Again, the plaintiff was in violation of her agreement to comply. On November 20, 2000, Plaintiff failed to show up for the assigned hearing on compliance, using her Notice of Compliance as an excuse. The Court allowed ample time for Attorney Mollyneaux to show up, when he didn't, the Court finally ruled that there will be another hearing on November 27, 2000 on compliance. When the Defendant arrived at the November 27, 2000 hearing, only 10 minutes after 10:00 a.m., the scheduled short calendar time, she learned the hearing was already marked "off" by attorney Molyneaux who, in the Defendant's absence, claimed to the Court he fully complied with discovery.

On January 5, 2001, passed the deadline for proper notification, the Defendant received the Plaintiff's notification to mark her objection to the Defendant motion for nonsuit READY for the January 8, 2001 short calendar hearing. The Defendant never received a copy of the Objection as required by the practice book. This neglect or intentional failure to send copy of pleadings and or notices to the Defendant was common practice by attorney Voog's office. A warning by the Defendant to mark off the objection was sent to the Plaintiff on January 5, 2001. When the Defendant showed up at the court on January 8, 2001, she learned the objection was marked off the calendar. On January 11, 2001, the Court overruled the Plaintiff's objection for Nonsuit. On or about January 22, 2001, the Plaintiff filed Objection to motion for Nonsuit, citing compliance with the November 5 and November 17, 2000 Interrogatories and Request for Production, which compliance was absolutely not acceptable to Defendant. On February 20, 2001, the Defendant, on her own, filed a

Motion for Nonsuit with the attached Memorandum of Law, which motion was dismissed in March 2001, after which Defendant left to California due to illness. In March 2002, the defendant dismissed Attorney Barrente for inappropriate representation of the case. The case is now dormant, according to Attorney Barrente. Appended hereto and incorporated by reference herein is a Motion to Consolidate this action with all pending actions in the Connecticut Superior and Appellate/Supreme Courts.

Specific Facts: Up until the conflict in the main action, The Alliance Foundation, Inc. et al vs. Eugene grant et al. became visible and unavoidable Appellant Yvonne Liebel was never involved in any civil/tort litigation. However, starting in early 1997, her personal and professional life was inundated with litigation resulting from this conflict. In anticipation that she may bring a lawsuit against them, and knowing that Yvonne Liebel had no litigation experience whatsoever, the named Defendants in the main action conspired to and caused to be initiated this fraudulent, frivolous and malicious lawsuit (similar to the fraudulent eviction in the Visiting Nurse Association of Ridgefield, Inc. matter) in order to preoccupy, distract and prevent Yvonne Liebel from pursuing litigation against them. Rene Heinecke is from New Hampshire, however her attorneys, Voog/Molyneaux share hallway with Thomas Reynolds of Reynolds and Rowella, LLP, who is a member of the board of the Ridgefield Bank and the Visiting Nurse Association of Ridgefield, Inc. all of whom are in litigation with the Alliance Entities. Months after not hearing from the Plaintiff, Rene Heinecke's attorneys, in November 1998, a civil suit was filed against Yvonne Liebel, completely out of the blue. It so happened that in October/November 1998, Yvonne Liebel discovered to her shock, about the existence of Bridge to Brotherhood, Inc. the new charity that was established by the Defendants Weil, Gotshal and Manges, LLP et al, that replaced the Alliance Foundation, Inc., the scope and breadth of the conspiracy and some of the underlying motives to destroy the Alliance Entities. A lawsuit would not only distract but would also squander the Alliance Entities funds, a common practice

by the Defendants throughout their years of covert destruction. There are too many common threads among all the above captioned matters with regard to the conspiracy and the subtle methods by which the destruction of the Alliance Entities was carried out. A consolidation of the actions would not only assist in determination of the issues but will clearly connect the dots.

Appendix D – Petitioners' Pleadings/Exhibits/Communications in action # 6, the "Eviction Matter", prior to and following its Commencement:

APPENDIX D1

The Alliance Foundation Inc.

THE ALLIANCE FOUNDATION

August 22, 2001

Helena Nicholas
President
Visiting Nurse Association
90 East Ridge
Ridgefield, CT 06877

Dear Ms. Nicholas:

Per our agreement at your office yesterday, enclosed is a $5000.00 check from me on behalf of The Alliance Foundation, Inc. toward its rent due to your organization since February 2001.

Due to the extent of the Foundation 's litigation costs involving two of your organization's board members, Ridgefield Bank and Reynolds and Rowella, LLP, the Foundation will be able to pay only $250.00 per month toward the balance of $12,500 owed to date and the renewal of the lease for an additional year as you kindly offered to do in our previous phone conversation.

As I promised to you personally, I expect to refinance 104 Great Hill road in Ridgefield in the next few months at which time and from those proceeds I'll bring the Foundation current on its financial obligation to your organization, as well as, resume its monthly payments of $2,400.00 as stated in its lease.

I thank you for your understanding and cooperation in this matter.

Sincerely,
/S/
Yvonne Liebel
Founder and CEO
The Alliance Foundation, Inc.

Check received (#738)
8/22/01 @ 10:00am
/S/Roberta J. Thomas

p.s. Roberta, your assistant, will chain the main doors to the Foundation's offices for security and keep the key in her possession, as I no longer keep the alarm on. As you found out yesterday, AAA Engineering Alarm Co. of Danbury, failed to inform us or register the break in to our offices on October 25, 2001. I'll ask Roberta to open the offices when we need or able to use them. Also, The Alliance Foundation's sign outside will be restored ASAP by the Town of Ridgefield. In addition to the information you have on file, you can also reach me at my cell phone at 310-435-0769 and my

office in California at 310-657-2771. My #'s are 203-438-0040 and 310-657-2731.

54 Danbury Road * Ridgefield, CT 06877 * (203)431-8655*Fax (203)431-4838

APPENDIX D2

TO: THE ALLIANCE FOUNDATION, INC.
90 East Ridge
Ridgefield, CT 06877

NOTICE TO QUIT

I hereby give you notice that you are to quit possession and occupancy of the apartment, building, and land now being occupied by you situated at 90 East Ridge, Ridgefield, CT. 06877 being more particularly described as 2,300 (gross) square feet on the second floor of the former Ridgefield Highschool, located over the main entrance to the offices of the Visiting Nurse Association of Ridgefield, Inc. on or before December 17, 2001.

The reason for this Notice is that you have failed to pay rent when due in a timely fashion (Rent is unpaid for the months of September, October, November, December 2001).

If you have not vacated the premises by the date indicated above, an eviction (summary process) action may be started against you.

DATED at Ridgefield, CT. this 10th day of December, 2001.

VISITING NURSE ASSOCIATION
OF RIDGEFIELD, INC. (Landlord)

By/S/_____

Herbert F. Rosenberg
Their Attorney
80 Grove Street
Ridgefield, CT. 06877
(203) 438-5324

NOTICE: Any and all payments accepted by Landlord will be for use and occupancy only and not for rental payments.

A TRUE COPY, ATTEST:
/S/JAMES E. SULLIVAN
MARSHAL, STATE OF CONN.
FAIRFIELD COUNTY
CONSTABLE, TOWN OF RIDGEFIELD
INDIFFERENT PERSON

APPENDIX D3

Yvonne Liebel

8913 Olimpic Blvd, Suite 101, Beverly Hills, CA 90211
Tel: (310) 657- 2771 Fax: (310) 657-2731

January 24, 2002

Via Fax: Hand Delivered

203-207-8600
Clerk of the Court
Danbury Superior Court
146 White Street
Danbury, CT 06810

Re: The Visiting Nurse Association of Ridgefield, Inc. (Return Date 1-29-02); DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank (Docket No. CV-00-0038142 ; The Alliance Found., Inc. et al. v. Eugene Grant, et al Docket (X02)CV-01-016782-S

Dear Sir or Madam:

Enclosed for filing please find a copy of an Appearance form filed by Yvonne Liebel in a new action brought against The Alliance Foundation, Inc. by The Visiting Nurse Association of Ridgefield, Inc. Also enclosed is a Motion to Consolidate the above three matters. The motion, is filed by Yvonne Liebel on behalf of the Plaintiff corporations parties to these actions and on behalf of her interests in these corporations as shareholder and/or founder and CEO.

Motions to Consolidate have been filed in each of the three above actions and copies of said filings are enclosed herein for your convenience.

Thank you for your time and attention.

Very truly yours,
/S/Yvonne Liebel, pro se,
Shareholder and/or Founder and
CEO: The Alliance Foundation, Inc.;
DTL-USA, Inc.; Alliance Capital, Inc.;
General Homes, Inc.; Alliance
International Development, Inc.

Cc: Hon. Michael R. Sheldon (w/ encl.)
Waterbury Superior Court
Complex Litigation Docket
400 Grand Street
Waterbury, CT 06702
Attn: Brenda Hamilton, Esq.

Clerk of the Court (w/ encl.)
Waterbury Superior Court
Complex Litigation Docket
300 Grand Street
Waterbury, CT 06702

RETURN DATE: JANUARY 29, 2002

THE VISITING NURSE ASSOC.	**: DANBURY SUPERIOR COURT**
OF RIDGEFIELD, INC.	**: GA-3 (AT DANBURY)**
V.	**:**
THE ALLIANCE FOUNDATION, INC.	**: JANUARY 22, 2002**

MOTION TO CONSOLIDATE

The Defendant, The Alliance Foundation, Inc., respectfully moves this Court for an order consolidating the above captioned matter with the cases entitled The Alliance Foundation, Inc. et al. V. Eugene Grant, et al (at the Waterbury Complex Litigation Docket) Docket No.(X02)CV-01-016782-S; and DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank (at the Danbury Superior Court) Docket No.CV 00 0338142 S for the reasons stated in their memorandum of law appended hereto, and incorporated by reference herein. Both cases (X02) CV-01-016782-S and CV 00 0338142 S are currently pending consolidation.

No Oral Argument Requested
No Testimony Required

THE DEFENDANT, THE ALLIANCE FOUNDATION, INC.

BY_____
/S/ It's Representative
Yvonne Liebel at: 106 Great Hill Road, Ridgefield, CT 06877-
And, 8913 Olimpic Blvd. Suite 101, Beverly Hills, CA 90211
Tel: 310-657-2771 Cell: 310-435-0769 Fax: 310-657-2731

ORDER

The forgoing motion having been heard, it is hereby ordered:
Granted/Denied

The Court

_____
Judge

RETURN DATE: JANUARY 29, 2002
THE VISITING NURSE ASSOC. : DANBURY SUPERIOR COURT
OF RIDGEFIELD, INC. : GA-3 (AT DANBURY)

V. :

THE ALLIANCE FOUNDATION, INC. : JANUARY 22, 2002

MEMORANDUM OF LAW

The Defendant in the above-captioned matter, The Alliance Foundation, Inc. has filed a motion to consolidate this action with two existing actions: one entitled The Alliance Foundation, Inc. et al V. Eugene Grant et al. (at the Waterbury Complex Litigation Docket) Docket No.(X02)CV-01-016782-S; and the other, entitled DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank (at the Danbury Superior Court) Docket No.CV 00 0338142 S currently

pending consolidation before both the Danbury and Waterbury Courts.

The Defendant, The Alliance Foundation, Inc. is a Plaintiff in the existing action in Waterbury and an interested party in the existing action in Danbury (DTL-USA, Inc. is its related entity); Yvonne Liebel, the Defendant's representative in the above captioned matter, is a Plaintiff in the two existing actions and an interested party in this new action (Ms. Liebel is Founder and CEO of The Alliance Foundation, Inc. and has funded the contract/agreement with the Plaintiff, The Visiting Nurse Association of Ridgefield, Inc.) Both The Alliance Foundation, Inc. and Yvonne Liebel are common to all three actions.

The Plaintiff, The Visiting Nurse Association of Ridgefield, Inc.'s officers and board members, more specifically, the Ridgefield Bank and Reynolds and Rowella, LLP, are common to all actions. Reynolds and Rowella LLP has caused immeasurable harm to The Alliance Foundation, Inc. and is on the board of directors of Ridgefield Bank and the Visiting Nurse Association of Ridgefield, Inc.; the Ridgefield Bank is a Defendant in both existing actions. All cases stem from a common fact pattern involving these entities and their officers and board members' participation in a conspiracy to destroy the Defendant, The Alliance Foundation, Inc., through numerous unlawful acts including fraud, UCC violations and breaking an entry, that harmed The Alliance Foundation, Inc.

This newly filed action by the Plaintiff, The Visiting Nurse Association of Ridgefield, Inc.'s president Ms. Helena Nicholas is, among other violations, a breach of the new contract/agreement dated August 22, 2001, with the Alliance Foundation, Inc.'s president, Yvonne Liebel, on behalf of the Alliance Foundation, Inc. This contract/agreement supercedes any existing lease agreement (Exhibit A, contract/agreement dated August 22, 2001; a good faith deposit of $5000.00 (Chase Manhattan of Ridgefield) also dated August 22, 2001 and payable by Yvonne Liebel on behalf of the

Defendant, The Alliance Foundation, Inc. to Visiting Nurse Association; and a copy of $1,000.00 check receipt (Manufacturers bank of Beverly Hills) representing the rent for Sept/Oct/Nov/Dec 2001, paid by Yvonne Liebel on behalf of the Defendant, on October 5, 2001). The Plaintiff, The Visiting Nurse Association of Ridgefield, Inc. cashed both checks. Exhibit B, the Plaintiff's Notice to Quit, dated December 10, 2001.

Said violation(s) by Ms. Helena Nicholas on behalf of The Visiting Nurse Association of Ridgefield, Inc. furthers the goals and objectives of the Defendants, Ridgefield Bank and Reynolds and Rowella, LLP in the existing actions. All three cases involve common issues of both law and fact. The consolidation of these matters would serve to avoid the unnecessary cost and delay associated with litigating these matters separately, and facilitate the best interests of the parties and judicial economy.

Discussion:

Practice Book Section 9-5 provides for the consolidation of actions when they should be tried together. Courts have inherent authority to consolidate different pending cases when the circumstances authorize such course, ***Rode V. Adley Express Co. 130 Conn***. 274, 277, 33, A2d, 329 (1943). The procedure of trying two closely related actions together, " which has long been the established practice in this state assists in expediting business without doing anyone an injustice. ***Clarke, et al v. Ochart,*** WL 119765 (Conn. Super.) (1993). Therefore, it is within the sound discretion of this Court to grant this motion to consolidate.

The various factors used by the Courts to examine whether two cases should be consolidated include: i) whether the three cases arise out of the same transaction or fact pattern, ii) are the same parties involved, iii) does it serve the interest of judicial economy to consolidate, and iv) does it prejudice the rights of the Defendants ***Groth, et al v. Redmond,*** et al 24 Conn. Sup. 467, 469, 194 A2d 531

(1962). In ***Groth*** the court took all of these factors into consideration before ordering the consolidation. "The public has an interest in the prevention of unnecessary litigation, both because of the burden it places on the state and the resulting crowding of the dockets of the courts." ***Id.***

All of the factors enunciated in ***Groth*** clearly militate in favor of consolidation of said cases pending before the Courts. The present actions arise out of the same facts, making all actions complimentary. The Defendant, The Alliance Foundation, Inc. and its representative, Yvonne Liebel, are plaintiffs and interested parties in all actions. The Plaintiff's board members, Ridgefield Bank and Reynolds and Rowella are Defendants in the existing actions. The Plaintiff, The Visiting Nurse Association of Ridgefield, Inc. is not prejudiced by consolidation, and judicial economy is best served by consolidation.

Conclusion:

The Plaintiffs' motion to consolidate should be granted.

THE DEFENDANT, THE ALLIANCE FOUNDATION, INC.

By_____
/S/It's Representative
Yvonne Liebel at: 106 Great Hill Road, Ridgefield, CT 06877
And, 8913 Olimpic Blvd. Suite 101,Beverly Hills, CA 90211
Tel: 310-657-2771, Cell: 310-435-0769, Fax: 310-657-2731

EXHIBIT A

Yvonne Liebel 51-36 738
54 Danbury Road 211 227
Ridgefield, CT 06877

8/22/01

Visiting Nurse Assoc. $5,000.00
Five Thousands even

CHASE THE CHASE MANHATTAN BANK
125 DANBURY ROAD
RIDGEFIELD, CT 06877

Alliance Rent */S/Yvonne Liebel*
021100361;227000315065; 0738

Yvonne Liebel 16-2607/1222 121
PH. 310-553-8357 7000000098
9950 DURANTE AVENUE #510
BEVERLY HILLS, CA 90212
Rent for Sept,Oct,Nov, Dec 2001

Date 10/5/01

Pay to the order of *Visiting Nurse Association.* $1,000.00
one thousands even Dollars

MANUFACTURORS BANK
9701 WILSHIRE BLVD.
BEVERLY HILLS, CALIFORNIA 90212

Memo: *Alliance Foundation* */S/Yvonne Liebel*
Rent – 9,10,11,12, 2001
122226076; 0136; 7000000098

EXHIBIT B - See Appendix D1

APPENDIX D4

THE ALLIANCE FOUNDATION, INC.

106 Great Hill Road
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

January 29, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith
Deputy Chief clerk
By FedEx- Next day

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. Return Date: January 29, 2002.

Dear Sir or Madam:

Please allow this letter, together with the enclosed Appearance form and Affidavit, to serve as a special request by the undersigned, Ms. Yvonne Liebel, to represent the Defendant, The Alliance Foundation, Inc. in the above captioned matter, for the compelling reasons stated in the enclosed documents.

The Appearance form and a Motion to Consolidate the above matter with two existing cases, which were filed in this Court on January 24, 2002, were returned by the Court to the undersigned on January 28, 2002. The reason cited in the Return of Papers was that the undersigned is not a named Defendant in this matter and is not an attorney, and therefore could not represent the corporation.

Thank you for your assistance in this matter.

Respectfully yours,
/S/YVONNE LIEBEL
Founder and CEO

Encs.
Cc: Per enclosed Certification

RETURN DATE: JANUARY 29, 2002

THE VISITING NURSE ASSOC. OF RIDGEFIELD, INC.	**: DANBURY SUPERIOR COURT : GA-3 (AT DANBURY)**
Plaintiff,	
V.	**:**
THE ALLIANCE FOUNDATION, INC.	**: JANUARY 29, 2002**
Defendant.	

AFFIDAVIT IN RESPONSE TO RETURN OF PAPERS DATED JANUARY 25, 2002; AND IN SUPPORT OF MOTION FOR

PERMISSION TO REPRESENT THE ALLIANCE FUNDATION, INC.

YVONNE LIEBEL, Founder and CEO of The Alliance Foundation, Inc. a 501
(c)(3) public charitable organization ("Alliance") and pro se in related actions affirms the following:

1. That I am Plaintiff in two existing related actions that are pending consolidation: The Alliance Foundation, Inc. and Yvonne Liebel et al v. Eugene Grant et al. Docket No. (X02) CV-01-016782-S and DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, Docket No. CV-00-0038142;

2. That members of the board of directors of the Plaintiff in this matter, the Ridgefield Bank and Reynolds and Rowella, LLP, are Defendants in the related actions. These Defendants caused immeasurable harm to Alliance, and continue to do so through this new action;

3. That Alliance is unable to secure zealous legal counsel to protect its interests since May 15, 1997 due to continuous interference with its legal counsel by the Plaintiff's board members. Since this action must be consolidated for trial with the other actions as they stem from the same fact pattern and share common parties, Alliance will continue to be deprived of such counsel. This issue has been raised in many Court filings, including the Petition for Writ of Certiorari filed in the U.S. Supreme Court on July 26, 2001(See Exhibit A, "Attorney Saga" dated January 8, 2002;

4. That Alliance has no funds whatsoever to finance this litigation as a result of the harm caused by the Plaintiff's board members, Ridgefield Bank and Reynolds and

Rowella LLP, and continues to depend on me for preparing, filing and financing all documents connected with its litigations since December 1999;

5. That although I'm not a named Defendant, I'm an interested party in this matter, by virtue of: The two related cases; The substantial personal and financial investment I made in Alliance and its mission since its establishment in 1990 and throughout its development; and the carrying of its overall litigation costs that amounts to several hundred thousand dollars;

6. That I have the Alliance board approval to represent Alliance in this litigation;

7. That consolidating this matter with the two existing actions will allow me to become party to this action and therefore represent Alliance's interests as well (Exhibit B, Motion to Consolidate, for this Court's ruling, also filed on January 24, 2002 in the two related cases.)

8. That there is a pending request before the Waterbury Complex Litigation Docket, Hon. Sheldon, J. to intervene in assisting Alliance and all Plaintiffs in the related actions to secure zealous counsel to protect their interests.

The above constitutes the personal affidavit of Yvonne Liebel, detailing relevant facts known to me that bear upon this request for permission to represent the Alliance Foundation, Inc. in the above captioned matter.

Respectfully submitted this 29th day of January 2002.

/S/YVONNE LIEBEL_____

106 Great Hill Road
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

CERTIFICATION

I, Yvonne Liebel of 106 Great Hill Road, Ridgefield, Connecticut 06877, hereby certify that on this date, January 30, 2002, I served the enclosed Letter and Affidavit on each party to the proceeding or that party's counsel, by faxing and/or mailing these documents as follows:

Joseph Clasen, Esq. (c/ E. Grant)
Robinson & Cole, LLP
695 E. Main St.
P.O.Box 10305, Stamford, CT 06904
Tel: (203) 462-7500 Fax: (203) 462-7599

Brian Wille, Esq. (c/Nagro,Solomon)
Costelanetz and Fink, LLP
530 Fifth Ave.
New York, NY 10036
Tel: (212) 808-8100 Fax: 808-8108

Michael K. Stanton, Jr. Esq. (counsel for Weil, Gotshal and Manges;Mark Hoenig; David Stone; Bridge To Brotherhood, Inc.; Ira Millstein; and Marvin Jacob)
Curtis Mallet-Prevost, Mosle, LLP
695 E. Main St., Stamford, CT 06901
Tel: (203) 359-6200 Fax: (203) 328-2617

Stephen Fogerty, Esq. (c/Ridgefield Bank)
Halloran & Sage LLP
315 Post Road West
Westport, CT 06880
Tel: (203) 227-2855 Fax: (203) 227-6992

Karen Linder, Esq. (c/Nagro/Solomon)
Rucci, Burnham & Edelberg, LLP
800 Post Road
P.O.Box 1107, Darien, CT 06820
Tel: (203) 655-7695 Fax: 655-4302

Stephen Gerard, Senior Partner
PricewaterhouseCoopers, LLP/Kesselman
1177 Ave. of the Americas
New York, NY 10036
Tel: (646) 471-4000

Thomas Reynolds, Senior Partner
Reynolds and Rowella, LLP
90 Grove St..
Ridgefield, CT 06877
Tel: (203) 438-0161

COURTESY COPIES

Hon. Michael R. Sheldon c/o Brenda Hamilton, Esq
Waterbury Superior Court,

Complex Litigation Docket
400 Grand Street,
Waterbury, CT 06702
Tel: (203) 236-8232

EXHIBIT A

NO. (X02) CV-01-0167482-S

THE ALLIANCE FOUNDATION, INC. ET AL.	: SUPERIOR COURT
Plaintiffs,	: JUDICIAL DISTRICT : OF WATERBURY
v.	: COMPLEX LITIGATION : DOCKET
EUGENE GRANT, ET AL.	:
Defendants.	: JANUARY 8, 2002

THE "ALLIANCE ATTORNEY SAGA", A SUPPLEMENT TO MEMORANDA DATED 12-31-01 OBJECTING TO: MOTION FOR NON-SUIT and MOTION FOR DEFAULT AND REQUEST FOR DAMAGES, DATED DECEMBER 17, 2001, FILED BY JOSEPH L. CLASEN, ESQ., ATTORNEY FOR DEFENDANTS EUGENE GRANT, ESQ.; RICHARD SOLOMON; AND ROBERT NAGRO And MOTION FOR NON-SUIT DATED DECEMBER 20, 2001, FILED BY: MICHAEL K. STANTON, ESQ., ATTORNEY FOR DEFENDANTS WEIL, GOTSHAL AND MANGES, LLP; BRIDGE TO BROTHERHOOD, INC.; MARK HOENIG, ESQ.; DAVID STONE, ESQ.; IRA MILLSTEIN, ESQ.; AND MARVIN JACOB, ESQ.

The Plaintiff, Yvonne Liebel, pursuant to her capacity as pro se and shareholder in the above matter and/or as

Shareholder/partner, Founder and CEO representative of the Plaintiff corporations: The Alliance Foundation, Inc.; Alliance Capital, inc.; Alliance International Development, Corp.; DTL-USA, Inc.; and General Homes, Inc.; hereby files this Supplement titled the "Alliance Attorney Saga" to further inform the Court and support her argument that neither herself nor the above mentioned corporations of which she is a shareholder and officer can obtain and/or maintain zealous legal counsel to represent them in and through this and other related actions without this Court's intervention, as described in her Memoranda to this Court filed on November 17, 2001:

"To Point 4 of ORDER: .. and, considering her futile efforts to secure zealous counsel to represent her and the interests of the above corporations; Ms. Liebel is certain she would not be able to secure such new counsel by December 15, 2001, or at any other date,

ORAL ARGUMENT NOT REQUESTED
TESTIMONY NOT REQUIRED

without this Court's intervention. The reason would not be for "failure to prosecute with reasonable diligence" as stated in the ORDER but for the severe interference with the Plaintiffs' legal counsel as stated in the Petition for Writ of Certiorari and the Petitioner's Supplemental Brief to Petition for Writ of Certiorari. Should this Court require additional information in support of what was already stated in these documents to invoke its power to intervene, this Plaintiff would welcome such opportunity as the burden to carry this litigation alone is extremely difficult and risky to its adjudication results."

As a result of a grim and impossible situation, the Plaintiff, Yvonne Liebel, and the corporations were and continue to be denied their basic right to Due Process as afforded to them under the Fourteenth Amendment of the United States Constitution.

The following "Alliance Attorney Saga" is a timeline that tells the tale through a very brief recount of the events with the numerous attorneys since May 15, 1997, when the conflict finally became apparent and unavoidable to Plaintiff, Yvonne Liebel. Ms. Liebel tried to avoid writing this document, but now it is mandatory in face of the Motions for Non-Suit and Default filed by the Defendants. Its purpose is not to bring charges against these attorneys but only to present to the Court the severity of the problem in order to obtain this Court's assistance. To date Ms. Liebel spent approximately $160,000 on behalf of this and related actions, and contacted and/or worked with 30 attorneys as follows:

May 15, 1997 Christopher Leonard, Esq., of Cutsumpas, Collins, Hannafin, Garmella, Jaber & Tuozzolo of Danbury, Connecticut: Attorney Leonard was Ms. Liebel's personal attorney since 1994. His advise extended to all the corporations as well. He was recommended to Ms. Liebel by her CPA firm of Reynolds and Rowella, LLP. On May 15, 1997, attorney Leonard dropped a bombshell and told Ms. Liebel he could no longer represent her because he represented the corporations only (Exhibit A, Attorney Leonard's letter dated May 15, 1997). In private, Attorney Leonard told Ms. Liebel he could not get in the middle between her and Mr. Grant since he also advised Mr. Grant. Mr. Leonard would not even refer an attorney, claiming this would create a conflict with Mr. Grant. Mr. Leonard never warned Ms. Liebel that advising Mr. Grant would jeopardize their relationship. His reason made no sense, as both Mr. Grant and Ms. Liebel were shareholders in Alliance Capital, Inc. and General Homes, Inc. Mr. Leonard also told Ms. Liebel that the personal retainer agreement she signed in 1994 was lost due to changes in his firm's computer system. The May 15, 1997 letter is in direct contrast with a letter written by Attorney Leonard only a day earlier, when he pleaded Ms. Liebel's case to Mr. Grant in a demand letter dated May 14, 1997 (Exhibit B, May 14, 1997 demand letter). Attorney Leonard was paid many thousands of dollars for his services since he was retained.

June 1997-May 1998 - Dan Casagrande of Pinney, Payne,Van Lenten, Burrell, Wolfe & Dillman, PC., of Danbury, Connecticut: Attorney Casagrande was referred by Attorney Hillel Goldman of Danbury, who couldn't take the case, explaining he was not a litigation attorney. Attorney Casagrande handled the initial demand letters to Mr. Grant and did basic research, such as the Alliance Foundation, Inc. a 3rd party beneficiary to the agreements between Liebel and Grant. When negotiations reached a dead end, at Ms. Liebel's suggestion, Attorney Casagrande consulted with Weil, Gotshal and Manges, LLP. (WGM), The Alliance Foundation's pro bono attorneys since March 1990. Casagrande attended meetings with them and Attorney Dan Berman of New York City, Mr. Grant's attorney, who was also a contributor to The Alliance Foundation, Inc. During this period attorney Linda Vescio and her assistant of WGM visited the Alliance' offices and Casagrande's offices in Connecticut and copied all relevant files to the case under the pretense of helping the Alliance Foundation (Exhibit C, Casagrande's request of payment for copies made by the firm, dated January 20, 1998 (4 pages)). After negotiations with Grant failed again, in May 1998, Attorney Casagrande requested that WGM agree to represent The Alliance Foundation, Inc. in an action against Mr. Grant (Exhibit D, a letter dated May 11, 1998, written by Attorney Dan Casagrande to Mark Hoenig and David Stone of WGM).

October 1997- May 1998 Mark Hoeing and David Stone of WGM: These attorneys went from the opinion that The Alliance Foundation, Inc. had a weak case against Mr. Grant but Ms. Liebel had a strong case against him in October 1997, to neither having a case in May 1998. Also, Mark Hoenig harmed the case with disclosure of confidential information to attorney Dan Berman, Mr. Grant's attorney, and blocked every possible written or verbal resolution. During all meetings, Attorney David Stone seemed to want to help to resolve the conflict in favor of The Alliance Foundation and Ms. Liebel, while Attorney Mark Hoenig was uncooperative. In the final analysis, in May 1998, WGM refused to

represent The Alliance Foundation, Inc. against Mr. Grant. The impression Ms. Liebel was left with was that funny stuff was going on with WGM and between the attorneys but she was puzzled as to what it was. At a meeting at WGM offices, a perplexed and weak Casagrande failed to defend The Alliance Foundation against attorney Hoenig's breaches of confidence. Negotiations with Mr. Grant reached a dead end once again. To that point Mr. Casagrande was paid approx. $15,000-$20,000 for his services.

October 1998- WGM' Bridge To Brotherhood, Inc. In October 1998, Ms. Liebel received an anonymous invitation to the Second Gala of Bridge to Brotherhood, Inc., the charity established by WGM in January 1997, approx. 10 days after The Alliance Foundation, Inc. received its approval of the all important second IRS private-letter-tax-ruling. In one shocking moment, it all became very clear. WGM and their attorneys were the direct beneficiaries from the demise of The Alliance Foundation, Inc. Their pro bono service cost the Foundation its life, not to mention the disaster it caused Ms. Liebel and the rest of the corporations.

November 1998- Dan Casagrande of Pinney, Payne,Van Lenten, Burrell, Wolfe & Dillman, PC., of Danbury, Connecticut: Immediately following her discovery of Bridge to Brotherhood, Inc. Ms. Liebel called Attorney Casagrande and informed him of her findings. She asked if he would consider a representation of the expanded case, as the conflict between her and Mr. Grant was now dwarfed by this new discovery. Attorney Casagrande sent a retainer letter like no other. Outside of its outrageous terms it included a sentence Ms. Liebel had never seen before in any retainer letter " You must agree to my firm's withdrawal from the case under any of the following circumstances: .... 2. You refuse to accept any offer of the dispute with Mr. Grant." (Exhibit E, Retainer letter by Attorney Casagrande dated November 18, 1998 (3 pages)).

Note: Between the breakup of The Alliance Foundation, Inc. and WGM relationship in May 1998 and until the discovery of Bridge to

Brotherhood, Inc. and Casgrande's retainer letter in November 1998, Ms. Liebel tried to obtain new legal counsel:

July 1998- Paul J. Bschorr at Dewey Ballantine, LLP. of New York City. Attorney Paul Bschorr agreed to represent The Alliance foundation, Inc. subject to phase one of his engagement letter, which was reading the file and receiving $20,000. His letter included no commitment to move to phase 2, a commencement of litigation and prosecuting it (Exhibit F, retainer letter dated July 1, 1998 by Paul J. Bschorr). On July 14, 1998, Ms. Liebel sent a letter to Attorney Bschorr together with a $20,000 check asking him to amend his engagement letter to commit to phase 2 and the filing of a complaint by September 8, 1998. The letter requested that if Mr. Bschorr did not agree with the terms, he would send back the files and the check (Exhibit G, July 14,1998 letter by Ms. Liebel to Mr. Bschorr). On July 20, 1998, while bantering the terms of the letter and two days prior to a scheduled meeting to finalize the engagement letter, Paul Bschorr deposited the $20,000 (Exhibit H, July 20, 1998 fax letter by Mr. Bschorr). This breach of basic understanding and agreement necessitated a conference call to the Alliance Board, after which Ms. Liebel stopped payment on the check (Exhibit I, Ridgefield Bank stop payment notice accompanied by a letter to Mr. Bschorr dated July 20, 1998). Ms. Liebel broke off relations.

August-September 1998- Alan Rubinstein and Samuel Tannenbaum of Rosenblum and Filan of Stamford, Connecticut. Ms. Liebel spent many days summarizing and organizing the folders for these attorneys review. At their first scheduled meeting following receipt of the material, Ms. Liebel noticed they were completely ignorant of the case. The elderly attorney, Mr. Samuel Tannenbaum, seemed angry and preoccupied with why Ms. Liebel failed to bring all originals to the meeting, which was irrelevant and highly suspect. Attorney Rubinstein simply made intimidating statements against filing a suit on behalf of the Foundation against Grant. Shortly thereafter, Mr. Tannenbaum asked for $20,000 upfront retainer and said his firm would have to screen Ms. Liebel

and the entities before taking the case. Ms. Liebel instantly asked for the files back and dropped this law firm.

October 1998- Ellen Plasil (sole practitioner) of Newtown, Connecticut. Attorney Plasil met with Ms. Liebel for a couple of hours and decided the case was too big for her to handle. She recommended the highly respected law firm of Shrader & Knapp, as she referred to them (Exhibit J, Ms. Plasil's invoice, dated October 30, 1998.)

November 1998 Doug Schrader & Ms. Knapp of Schrader & Knapp of Westport, Connecticut. These attorneys reviewed the case for one month and seemed ready to represent Ms. Liebel's claims but not The Alliance Foundation's, which was useless for Ms. Liebel. In their third and final meeting, after sending Ms. Knapp out of the office (Ms. Knapp was sympathetic to the case), Attorney Schrader, a man in his 70's, made intimidating statements to Ms. Liebel behind closed doors about the case. Ms. Liebel dropped this law firm. Mysteriously, a retainer check for $2500.00 sent by Ms. Liebel was lost in the mail, never to be cashed or found. Attorney Schrader never asked for replacement.

December 1998-February 1999 - Bernard H. Fishman of Fishman, Herrmann & Anderson of New York City. Although for 30 years Mr. Fishman belonged to the same private country club in Westchester, New York, to which Mr. Grant belonged, he insisted there was no conflict of interest in representing Ms. Liebel and the corporations. Mr. Fishman studied the folders and was willing to file an action on behalf of Ms. Liebel against Mr.Grant for her personal claims, and against Robert Nagro on behalf of The Alliance Foundation, but would not file a suit on behalf of the Foundation against Mr. Grant and WGM. In a three way meeting which included Mr. Fishman's partner, Mr. Anderson, his partner made intimidating statements about possible jail sentence if Ms. Liebel pursued a lasuit on behalf of the Foundation against Grant and WGM. Ms. Liebel dropped this law firm. Sometime later, Ms. Liebel

found out that Attorney Fishman was also a close friend at the club with Defendant Richard Solomon's father and that Mr. Anderson was no longer associated with the firm.

April-July 1999 Peter Hearn (sole practitioner) of Philadelphia, Pennsylvania. Attorney Ahern looked over the case for over two months and reached the conclusion that he was too busy and would not be the appropriate attorney for this case. Instead, he spent most of his time searching for "appropriate" counsel at a cost of $10,000 to Ms. Liebel. On July 1, 1999 he reached the following conclusions: " Our efforts to find a lawyer in either New York or Connecticut in whom you would have special confidence have not yet produced a lead candidate. Part of the reason, I believe, is that we have told our candidates that the representation you seek includes bringing a claim against Weil, Gotshal and Manges. Both Bob Fisk and Stanley Arkin have turned us down for that reason. Nancy Kilson said she would not take any Weil, Gotshal part of your representation. They feel, as do I, that while an investigation may eventually yield evidence of a claim against WGM, right now we don't have sufficient evidence of one. In the case of Arkin, we had our doubts about the relationship. In the case of Kilson, I was more impressed than you were and I liked the prospect of a Proskauer involvement ....I hope you will forgive me if I wind up this letter with a rather blunt assessment of your situation. I earnestly hope you will pursue only the claims that are strong under the law and easy to present... If you do not limit yourself this way, I believe you may wind up defeated on all claims- even the good ones- because you used up your financial resources and personal energy trying to prove things like the 501(c)(3) tax rulings.. The list will be long and, I fear, the road tortuous...If you elect to take the complicated- and I believe almost impossible- road, I fear you'll lose your marvelous human spirit. The wonderful characteristics you have that draw a loving son to your side, that have charmed folks in Reading may be blunted and destroyed. Don't do it. Take the easy money and run. My best. Cordially, Peter Hearn." Ms. Liebel refused to pay

Attorney Hearn his second $10,000 invoice. Attorney Hearn did not insist on that payment.

NOTE: Two different Danbury Superior Court Judges, reviewing two Motions to Cite In on two separate occasions and the evidence that was available to Attorney Hearn, cited in the entire WGM team including Bridge to Brotherhood, Inc., as Defendants in the case.

July 1999- Ms. Liebel contacted the FBI for help. Desperate for assistance, Ms. Liebel contacted the FBI, especially in light of recent findings about UCC violations by Ridgefield Bank and its involvement with Mr. Grant and others in the broader aspect of the litigation. Following a couple of telephone conversations between them, the FBI agent called Ms. Liebel to inform her that he conducted an interview with Mr. Gary Smith, President of the Bank, at the bank. Although the FBI would not pursue a criminal investigation, the agent strongly advised Ms. Liebel to file a civil suit against the bank.

September 1999-October 2000 Richard Gregg, Esq./MBA of North Carolina and Florida . In absolute desperation for honest and zealous legal counsel and out of concern for statute of limitation problems due to delays in obtaining counsel, Ms. Liebel, in an underground type operation, placed an ad in the Raleigh/Durham daily newspaper, away from the New York/New England area under an assumed name, with a New York P.O.Box, searching for an in-house attorney. In the interviews she conducted in North Carolina she did not mention the Defendants' names, only description of the case. At $35,000 a year with all expenses paid, Attorney Richard Gregg was hired. For the next two months or until the complaint was filed, in order to avoid interference with this new counsel, Attorney Gregg operated under strict confidentiality agreement. He could only use his maiden name when dealing with various vendors and the CPA firm; he could not drive his car to avoid license plate identification; and could not discuss the case with anyone at all. Attorney Gregg reviewed the evidence with Ms.

Liebel and prepared the first complaint: DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, which was filed in December 1999. Although the Clerk at the Danbury Courthouse was told that Gregg was an in-house attorney, she insisted that by the return date in January 2001, a Connecticut attorney had to sign the complaint on behalf of DTL-USA, Inc. Mr. Gregg was surprised as the law in Florida was more flexible in this matter. Mr. Gregg also began drafting the main complaint: The Alliance Foundation, Inc. et al. v. Eugene Grant et al. Having an MBA, Gregg was also responsible for managing the financial affairs of the corporations.

All went well until Gregg left for a short visit home to Miami, Florida. When he came back he told Ms. Liebel that his lawyers friends whom he considered to help him with the case, warned him that if he added WGM to the main complaint he risked not working in his field, ever again. After his visit to Miami, Mr. Gregg's work and attitude adversely and drastically changed, causing great harm to the entities he was hired to represent.

<u>January 2000 David Bennet, the "Buldog" of Danbury, Connecticut</u>: Mr. Bennett convinced Ms. Liebel that he was the appropriate attorney to represent DTL-USA, Inc. against Ridgefield Bank. He disclosed to Ms. Liebel that Attorney Christopher Leonard's law firm, her personal attorney, was on the Board of Directors of Ridgefield Bank, and pointed to the many pictures of Bulldogs on his office walls as sign of his aggressive and successful professional reputation. He promised Ms. Liebel he would file the appearance on behalf of DTL-USA, Inc. by the return date in January to avoid possible default. Attorney Bennett received a $12,500 retainer. On the day he was scheduled to file his appearance, he called Ms. Liebel to confirm his filing. A few days later, Ms. Liebel was shocked to receive a Danbury Court Appearance notice listing Ms. Liebel's name alone, as pro se. Attorney Bennett's name was not listed in the notice. Attorney Bennett provided no reasonable explanation for what happened. When he was dismissed, he returned less than half of the retainer.

February 2000- May 2000, Beth Barbosa and Francis of West Hartford, Connecticut. Quickly trying to remedy the situation created by Bennett, Ms. Liebel contacted an organization that provided attorneys names nationwide. She hired Beth Barbosa, another in-house attorney at $2000 per month. The employment/confidentiality agreement called for barbosa to spend 3 days in Ridgefield; she was not to conduct any phone calls with the Defendants' attorneys; all communications with opposing counsel had to be in writing to the Ridgefield office. Beth Barbosa, who was only two months out of law school and with hardly any clients of her own was pleased with her new assignment. Barbosa signed the DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank complaint and returned it to the Court. At first all went well until Ms. Liebel put Attorney Gregg and Attorney Barbosa together. Gregg began manipulating the new lawyer to do things his way. Suddenly, Barbosa, who prior to that provided accurate legal information direct to Ms. Liebel, began supporting Gregg's misleading statements. Barbosa breached her agreement by being too busy to show up to the offices in Ridgefield (stating that her practice suddenly acquired many new clients) and by having conversations with opposing attorney, Mr. Fogerty of Ridgefield Bank from her office in West Hartford. When Ms. Liebel found out about the phone conversations she warned Attorney Barbosa and asked her to adhere to the agreement, as this was a very strict rule. Barbosa quickly threatened to resign if she was not allowed to have these conversations, believing that Attorney Gregg would support her position. To her surprise, Ms. Liebel accepted her resignation. Barbosa cried and asked Attorney Gregg to intervene in rehiring her. Ms. Liebel no longer trusted either one. Shortly after attorney Barbosa was dismissed, attorney Gregg was sent back to Miami. He continued, however, to provide legal advice long distance until October 2000. During that period Ms. Liebel found herself trying to sort out Gregg's good advice from his misleading advice, relying only on logic and common sense. The outcome of the Gregg-Barbosa fiasco was that a new Connecticut attorney had to be found

in less than two weeks in order to return the main complaint by the May 12, 2000 deadline. The complaint had to go through major revisions, as attorney Gregg and attorney Barbosa refused to add the WGM team, the Ridgefield Bank, Reynolds and Rowella, LLP, PricewaterhouseCoopers LLP and others into the original complaint. Interestingly enough, both attorneys Barbosa and Greggs pressured Ms. Liebel to transfer the cases to a Complex Litigation Docket prior to the Defendants' Application for the transfer. In retrospect, the Gregg-Barbosa team was doing the Defendants work for them. Following their departure, documents concerning the tax rulings, Attorney Bennett story, investigative material, computer data and other documents disappeared from Ms. Liebel's home office. The in-house attorneys became the enemy within. Attorney Beth Barbosa and her husband, a computer specialist, received over $10,000 for their services during their period of employment.

May 2000-June 2001- Attorney Joyce A. Morin (sole practitioner) of Mahopac, New York. Ms. Liebel found Attorney Joyce Morin in the yellow pages. Ms. Morin too, signed an in-house employment/confidentiality agreement agreeing to spend 3 days in the Ridgefield office for a salary of $1,000 per month. Ms. Morin stated she was not a litigation attorney. Attorney Morin's assistance was limited from the start and primarily consisted of editing and signing documents prepared by Ms. Liebel based on Ms. Liebel's consultations with Attorney Richard Gregg in Miami and others. In the second half of her 12 months with Ms. Liebel and the corporations, Ms. Morin, as Ms. Barbosa before her, became too busy due to sudden increase in the number of her clients. She also demonstrated less and less knowledge of Connecticut Law. Ms. Liebel believes that the reasons for her conduct are best described in excerpts from an Affidavit Ms. Liebel filed in the Danbury Superior Court on December 21, 2001 in the case of DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank in response to Attorney Morin's Motion to Withdraw from representation of Yvonne Liebel and DTL-USA, Inc. as follows:

"In or about November 2000, shortly after filing the initial Appeal documents in connection with this matter at the Danbury Superior Court, I received a phone call to my home office in Ridgefield, CT, from Attorney Stephen Fogerty representing Ridgefield Bank. Mr. Fogerty asked to speak with Attorney Morin who is representing DTL-USA, Inc. and Yvonne Liebel in the above action. I told Mr. Fogerty that Ms. Morin was not in but since I was also pro se in the matter he could talk to me and I would convey the message to Attorney Morin. Mr. Fogerty sternly said that interlocutory appeal was not allowed in the State of Connecticut and asked that Ms. Morin and I immediately withdraw our Appeal. Mr. Fogerty threatened that if Ms. Morin pursued the Appeal she would be subjected to sanctions and his firm would file for monetary damages against both of us. He repeated his threats several times. Not being an attorney and having no experience with the Appeal process, I could have been intimidated by Mr. Fogerty's "knowledge" of Connecticut law, but since both Ms. Morin and I were at the Appellate Court in Hartford a day earlier and were told by the Clerk that interlocutory appeal was allowed in the State of Connecticut, Mr. Fogerty's statements were perceived by me as manipulation and scare tactics. Later, Ms. Morin agreed with my assessment of Mr. Fogerty's action. I documented this incident in the Appellate Brief.

In or about January 2001, Attorney Morin and I met at a morning session of a short calendar hearing at the Danbury Superior Court. Ms. Morin was upset and confided to me that she was tired and distraught over an awesome and disturbing cleaning job she had to do of a slashed rabbit she found earlier that morning at her doorstep. She said there was blood all over her home's entry and the snow. I was shocked. I asked Ms. Morin if this ever happened to her before but Ms. Morin replied in the negative. Both Ms. Morin and I equated the incidence to a scene from the movie "The Godfather." This incident was briefly mentioned in the Supplemental Brief I recently filed with the United States Supreme Court.

As time went on Attorney Morin became "less knowledgeable" about Connecticut law and "too busy" with her practice to meet with me in accordance with our agreement, to a point where all she did was spell check documents I prepared; provide her signature; and join me to the Courthouse from time to time. Formally Ms. Morin was the attorney representing the case(s) but practically she provided little or no counsel, a situation most frustrating to me and damaging to the cases.

Therefore, Ms. Morin's tactics of not knowing the law; too busy to meet; her resignation just prior to the filing of the Writ of Certiorari, leaving the corporations without counsel and unable to participate as Petitioners in the Writ; and her statements in the Motion to Withdraw and Affidavit, discrediting me as a client, are perceived by me as tactics of self-preservation in face of tremendous pressures, manipulations and intimidation she is confronted with by the Defendants and their counsel. Considering the above circumstances and the fact that Ms. Morin suffers from Multiple Sclerosis, I find I must support her Application for resignation and regardless of her actions and statements I shall always view Attorney Morin as a caring friend and legal counsel."

Ms. Morin received over $12,000 for her services during her representation term.

June 2000-June 2001 Kevin Ahern (sole practitioner) of Branford, Connecticut

Knowing that Joyce Morin was not a litigation attorney and her legal assistance would be limited, also knowing that the legitimacy of Attorney Richard Gregg's advice was questionable, Ms. Liebel had to look for additional counsel to assist with this litigation(s). She placed an ad in a Connecticut newspaper, under another assumed name and conducted interviews in various nearby restaurants. Ms. Liebel hired two litigation attorneys as a result of this effort. Kevin Ahearn signed an employment/confidentiality agreement at a cost

of $250.00 per day on as needed basis. It wasn't very long before Ms. Liebel began receiving conflicting legal advice from Attorneys Gregg and Ahern with regard to Connecticut law. Suddenly- information identifying their names and fax numbers disappeared from their fax pages containing their advice. The instances that caused Ms. Liebel to distrust Mr. Ahern are too numerous to mention, however, the one that terminated the relationship was when Mr. Ahern persisted to go on with the appeal of the 3 Grant v. Alliance cases appealing the transfer of the cases to Complex Litigation Docket after a similar appeal in the main case was dismissed. This caused a host of problems, all of which are described in the Petition for Writ of Certiorari filed on July 26, 2001. When Ms. Liebel refused to go on with the appeal, Attorney Ahern resigned. Acceptance of his resignation was submitted to the Complex Litigation Docket in Stamford Connecticut in July 2001. Attorney Ahern received approx. $16,000 for his services.

June 2000 to date William Barrante of Waterbury, Connecticut Mr. Barrante is the second litigation attorney hired at the time attorney Ahern was hired. He too signed an employment/confidentiality agreement at a token monthly fee of $200, but a substantial contingency fee of $50,000. Ms. Liebel would like to reserve her comments in the case of Attorney Barrante, as he currently represents Ms. Liebel in a $5,000 lawsuit, Heineke v. Liebel filed at the Danbury Superior Court. Ms. Liebel views the Hienecke lawsuit, which commenced in 1997, as a harassment suit filed by related associates of the Defendants in the main case of the Alliance Foundation, Inc. et al v. Eugene Grant et al. The only comment Ms. Liebel will make at this time is that Mr. Barrante never filed appearances in any of these lawsuits and he will never do so in the future. Attorney Barrante is aware of this.
To date Attorney Barrante was paid approx. $2000.

NOTE: The following list is of additional attorneys who were contacted and/or provided limited and askewed consulting services

during the course of these litigation(s): Tim Green (California- sole practitioner, approx. $2000); Frank Silvestri of Zeldis,Needles, Cooper (Bridgeport, CT); Robert Flanagan (N. Carolina, approx. $5,000); Brendan O'Rourke of O'Rourke and Associates (New Canaan, CT, approx. $5,000); Michael Jones of Greenwich, CT; Lee gross (Miami, FL, approx. $3,000); John Moore, banking specialist (South Carolina, approximately $1500); Moshe Harpaz (Israel, approx. $10,000); John Shearman (Danbury, CT, approx. $5000).

In Closing: What has happened to Ms. Liebel and the corporations in a period that is now approaching five years, is not only unconstitutional and un-American but sac religious! In a nation whose justice system prides itself on being so enlightened and refined that a customer at McDonalds can sue for being given coffee too hot... and win, this tale defies all logic. This case(s) are loaded with evidence and testimony against the defendants and the Connecticut courts and their officers must allow the truth to be presented. If the truth is so horrendous that it requires this level of cover up, than the only logical solution is that Ms. Liebel must be informed of that truth in its entirety so she can become part of the solution instead of a continued escalation of the problem. Without the truth, this litigation will surely lead to a disaster.

WHEREFORE Ms. Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; General Homes, Inc.; Alliance International Development Corporation; and DTL-USA, Inc.; respectfully request that the Defendants' Motions for Non-Suit and Default be denied and that the Court intervenes in obtaining and maintaining zealous, honest and knowledgeable, legal counsel to represent the undersigned and the corporations in this and related actions.

PLAINTIFF, YVONNE LIEBEL

/S/BY:_____

Yvonne Liebel, pro se, Founder, Shareholder and CEO of:
The Alliance Foundation, Inc.; Alliance Capital, Inc.; DTL-USA, Inc.;
Alliance International Development Corp.;General Homes, Inc.

8913 Olimpic Blvd. Suite 101, Beverly Hills, CA 90211
Phone: 310-657-2771 Cell: 310-435-0769 Fax: 310-657-2731

NOTE: This pleading was filed in actions #'s 1-6. The number of Exhibits is too large to include herein. Petitioners will present only several examples in support of this pleading as follows:

The "Alliance Attorney saga" Selected Exhibits

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

148 Deer Hill Avenue- P.O.Box 440, Danbury, Connecticut 06810

Area Code 203-744-2150
Facsimile (203) 791-1126
Extension: 305

Lloyd Cutsumpas
Francis J. Collins
Edward J. Hannafin
Jack D. Garamella
Paul N. Jaber
John J. Tuozzolo
Robert M. Opotzner
Thomas W. Beecher
Eva M. DeFranco
Christopher K. Leonard
Thomas J. Mones
Paula Flanagan
Laura A. Goldstein
Peter A. Scalzo

OF COUNSEL
Mark D. Nielsen

May 15, 1997

VIA FACSIMILE AND U.S. MAIL (1-212-688-5082)

Admitted in Conn. A.N. Y

Ms. Yvonne Liebel
54 Danbury Road, Suite 300
Ridgefield, CT 06877

Eugene M. grant
Eugene M. Grant co.
277 Park avenue
New york, NY 10172

Re: Alliance Capital, Inc. and General homes, inc.
Our File numbers: 95-13498-1-K and 95-13143-1-K

Dear Yvonne and Eugene:

For sometime now, we have been trying to work out the financial issues which face both the corporations. Presently, the two of you differ on the issue of handling current expenses associated with different assets held by the corporations.

As you know, I act as counsel to the corporations. I cannot give legal advice to either of you with respect to your individual interests in these corporations. As the two of you cannot agree on the financial issues with respect to the companies, I would be remise if I did not advise each of you to secure legal counsel. By securing legal counsel for yourselves, you will ensure that your personal interests are protected. Hopefully, the issues between the two of you can be discussed and resolved.

If you have any questions, please feel free to contact me at any time.

Very truly yours,
/S/ Christopher K. Leonard

CKL/mn

Petitioner's Comment: Yvonne Liebel retained Attorney Leonard in 1994 to protect her personal and corporations' welfare. Leonard was recommended to her by Sanford Trado at Reynolds and Rowella, LLP, her accountants. By the time he wrote this abandonment letter, at a time Yvonne Liebel and her corporations needed him most, he received significant sums for his services. He provided no legal sevices to the corporations following this letter, and his abandonment, did not cause any harm to Defendant/Respondent Eugene M. Grant, as he is an attorney himself. However, from the date this letter was written to this day, Yvonne Liebel has suffred undescribeble trauma searching for an attorney to take his place with his knowledge of the case and the parties involved. Further, Attorney Leonard did not disclose to his client, that when he started to take instructions from Defendant/Respondent Eugene Grant at the time of the structuring of the shareholders agreements, he jeopardized their Attorney-Client relationship. Therefore, the statements made in this letter do not reflect the truth whatsoever.

Pinney, Payne, Van Lenten, Burrell, Wolfe & Dillman, P.C

Attorneys at Law

A. SEARLE PINNEY
BOBBY S. PAYNE
THOMAS W. VAN LENTEN
HUGH A. BURRELL
ROBERT J. WOLFE
JOHN M. DILLMAN
MARTIN A. RADER, JR.
WILLIAM S. STEELE, JR.
SHELDON A. ROSENBAUM
JACKIE CHAN
RICHARD D. ARCONTI
TED D. BACKER
JOSEPH DIMYAN
DANIEL CASAGRANDE
KIM E. NOLAN
ALLEN GARY PALMER
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WENDY A. GRISPIN

LEE FARM CORPORATE PARK
83 WOOSTER HEIGHTS
POST OFFICE BOX 3499
DANBURY, CT 06813- 3499

TELEPHONE (203) 743-2721
FACSIMILE (203) 792-4759

November 18, 1998

PRIVILEGED AND CONFIDENTIAL

Ms. Yvonne Liebel
54 Danbury Road, Suite 300
Ridgefield, CT 06877

Re: Yvonne Liebel and The Alliance Foundation v. Eugene M. Grant

Dear Yvonne ;

Thank you for your interest in retaining my firm in connection with your claims against Eugene Grant. In our telephone conversation on Monday, you asked me to outline in writing the terms of a proposed retainer agreement.

As we discussed, I believe the most effective initial course of action is for you individually to bring claims against Grant for breach of contract and estoppel. Once the lawsuit has commenced, we can conduct discovery to determine the nature and extent of other claims that you and/or the Foundation entities may have against him and other persons.

As we have also discussed, Grant has refused to settle this matter despite several overtures from us, and it is quite possible that he will take the same posture in response to a lawsuit. Therefore, the cost of litigating this matter to conclusion therefore could well be several hundred thousand dollars, especially given Grant's considerable financial resources.

My fee proposal in these circumstances is as follows. My firm will require an initial retainer of $75,000. We will bill our time at a reduced hourly rate of $175.00 per hour for partners and $150.00 for associates. Time billed will be credited against the retainer. If and when the retainer is exceeded, we will require an additional retainer of $25,000 against which to bill future time. As each successive retainer is exhausted, new retainers of $25,000 each will be required.

You will be responsible for all costs incurred by us in the action (e.g., court fees, sheriff's fees, court reporter fees, copy costs, extraordinary postage and travel). In addition, you must agree to pay fifteen percent (15%) of any settlement or judgment amount received. We will credit against this fifteen percent the amount of all fees earned up to the date of recovery. For example, if you recover $1 million and you had paid $100,00 for our legal services, you would pay an additional $50,000 ($1,000,000X .15= $150,000-100,000=$50,000).

You must agree to my firm's withdrawal from the case under any of the following circumstances:

1. You fail to pay any retainer amount within thirty (30) days after notification from us that the retainer is due; or

2. You refuse to accept any offer of the dispute with Mr. Grant.

This retainer agreement would apply only to the action by you and/or the Foundation Entities against Grant. Any action which you desire us to commence against other persons would require a separate written fee agreement and retainer.

My best estimate of when we will be able to commence the action against Grant is six weeks from the date of your execution of the retainer agreement and our receipt of the initial $75,000 retainer.

If you find these terms acceptable, please notify me and I will forward a retainer agreement to you incorporating this proposal. Please understand that this letter is not an offer to enter into a contract, but is simply an outline of terms that we would require in a retainer agreement. We will need to meet again, before we sign any agreement, to make sure that we bth have a clear and compatible understanding of the goals of this litigation.

I look forward to hearing from you.

Very truly yours,

/S/ Daniel E. casagrande

Petitioner's Comment: Attorney Casagrande received approximately $20,000 between July 1997 to the time this letter was written, with no accomplishments whatsoever. His letter was written after he knew that the law firm of Weil, Gotshal and Manges, LLP would become a Defendant in any action against Defendant/Respondent, Eugene M. Grant. In spite of Attorney Casagrande's/his law firm's outrageous terms, the Petitioner could afford, this was not an offer to provide legal services. Petitioner underlined the "winning sentence" in this retainer letter that require no further comments.

Logo **BARBOSA & ASSOCIATES, LLC**

Attorneys & Councellors at law

1000 Farmington Avenue, Suite 104
West Hartford, Connecticut 06107

Phone: 860-236-2400
Fax: 860-236-2563
Email: bybarbosa@ hotmail.com

March 28, 2000

David Bennett
72 North Street, Suite 103
Danbury, CT 06810

RE: DTL-USA and Yvonne Liebel v. Ridgefield Bank

Refund of Attorney's fee

Dear Attorney Bennett:

I'm writing regarding our telephone conversation on Friday, March 24, 2000 on the above matter.

As I explained to you I represent DTL-USA and Yvonne Liebel who are demanding a refund of the attorney's fee in the amount of $5277.00 because you failed to file your appearance on their behalf in court. This failure was discovered only after Ms. Liebel received a notice from the court. After contacting you, you admitted to your mistake and advised her to withdraw the complaint and reffile it with your appearance. However, if Ms. Liebel had followed your advice, it would have damaged the case. To minimize the damages, Ms. Liebel had to hire another attorney to represent DTL-USA and her in their lawsuit against Ridgefield bank. Therefore, if you do not refund your attorney's fee in full, DTL-USA and Ms. Liebel will be forced to file a formal complaint with the Grievance committee.

It is my understanding from our conversation that you have not hired an attorney to represent you in settling the above matter since your initial attorney has been disqualified. Once you have hired an attorney, please have him/her contact me to discuss this matter. You or your attorney can reach me at The Alliance Foundation at (203) 431-8655 or send me a written response to the Alliance Foundation at 54 danbury road, Ridgefield, CT 06877. if I do not hear from you or your attorney or receive a check for the full amount by Friday, April 7, 2000, a formal complaint will be filed with the Grievance Committee.

If you have any questions regarding the above matter, please do not hesitate to contact me.

Sincerely yours
/S/

Beth Y.M.Barbosa

Petitioner's Comment: Attorney Bennett received a $12,000 retainer to represent the Plaintiffs in this action as the Court required that the corporation DTL-USA, Inc. retain counsel or lose its claims. An appearance by attorneys had to be filed by the return date. Petitioner asked Bennett to confirm on that date by fax that indeed he was at the court and that his appearance was filed. Attorney Bennett confirmed that appearance was filed by phone and fax. Petitioner, Yvonne Liebel was shocked when the notice from the Court arrived with her name alone, listed as pro se. Attorney Bennett kept the balance of the funds although he accomplished nothing and caused great aggravation to the Petitioner, Yvonne Liebel.

AFFIDAVIT

STATE OF CONNECTICUT)
) SS: Ridgefield Date: 4/18/00
COUNTY OF FAIRFIELD)
I, RICHARD M. GREGG, of 600 Sierra Circle, Coral Gables FL., being first duly sworn, do depose and say as follows:

1) I am over eighteen (18) years of age, understand the meaning and obligation of an oath, and have a personal knowledge of all of the statements listed below.

2) That on April 14, 2000, Beth Barbosa of Barbosa & Associates, and who is the attorney on record for the following 2 cases : DTL-USA & Yvonne Liebel v. Ridgefield Bank, and The Alliance Foundation & Yvonne Liebel v. Eugene Grant, Robert nagro & Richard Solomon, during a phone call in which I took part of, did

hereby resigned from said two (2) cases, and Yvonne Liebel did hereby accept said resignation.

3) That earlier that morning, Yvonne Liebel had facsimiled over to Beth Barbosa's office a letter stating that she is not to have any oral communications with opposing counsels to the above-referenced cases.

4) The reasoning behind said resignation proffered by Beth Barbosa was brought on by a call received by her from an opposing attorney in which she stated that she needed to be able to respond, answer and converse with opposing attorneys so that not to cause them ethical problems, and after said request was refused by Yvonne liebel, Beth Barbosa did resign.

5) That said request mentioned by beth barbosa in section four (4) does in fact violate her confidentiality agreement.

I certify that the foregoing statements are true and accurate to the best of my knowledge and belief but are acknowledged by the signatory only if and when the following events occur:

A) beth Barbosa or Barbosa & Associates bring a legal suit against Yvonne Liebel, the Alliance Foundation or any of the companies that she controls; or

B) said information is necessary to present to the Court in either of the above mentioned cases so as to grant additional time to ensure that the plaintiffs in said cases are not prejudiced.

/S/_____
Richard M. Gregg

Subscribed and sworn to before me in and for the county of Fairfield, State of Connecticut this 18th day of April, 2000.

Notary Public
Victor A. Anderson SR.
Notary Public
My Commission Expires
August 31, 2002

Petitoner's Comment: Attorney Richard Gregg was a full time in-house counsel for the Alliance Entities from October 1999 to October 2000. He was sent back to Florida in May 2000, due to his interference with the cases. He assisted with the litigation long distance until relations terminated. In May 2000, Attorney Joyce Morin was retained as a part time in house counsel to replace Attorneys Gregg and Barbosa. The attorney who made the call to Beth Barbosa, was Stephen Fogerty of Halloran and Sage, LLP, representing the Ridgefield Bank. His conduct has been throughout this litigation less than honorable. Attorney Fogerty as all counsel of record in this litigation received a letter by The Alliance Entities that all communications with the Alliance and/or their counsel had to be in writing. This operational procedure was instated to avoid manipulations and misstatement by opposing counsel due to the Petitioner, Yvonne Liebel's horrific experiences with interference by opposing counsel. Beth Barbosa was a brand new attorney and new counsel to the Alliance Entities. She was well aware of the reasons why this rule was established and agreed, by contract, to abide by it, prior to taking on the position. Holding conversations with opposing counsel was a breach of that agreement.

No. SP02-10636-S :SUPERIOR COURT
THE VISITING NURSE ASSOCIATION:
OF RIDGEFIELD, INC. :G.A.3–HOUSING SESSION
:AT DANBURY
VS. :
THE ALLIANCE FOUNDATION, INC. : MARCH 5, 2002

DOCKET SHEETS

Because this is a Housing Court Case, there are no docket sheets.

THE DEFENDANT

BY_____
John R. Williams (#67962)
51 Elm Street, Suite 409
New Haven, CT 06510
203.562.9931
Fax: 203.776.9494
E-Mail: jrw@johnrwilliams.com
Its attorney

CERTIFICATION OF SERVICE

On the date above stated, a copy hereof was mailed and faxed to the defendant at the addresses and fax number noted above and also was mailed and faxed to defense counsel of record:

Herbert F. Rosenberg, Esq.,
80 Grove Street
Ridgefield, CT 06877
Fax:203.431.4021

Petitioner's Commement: This document is part of the pleadings Attorney Williams entered with the appeal he filed on March 5, 2002. This was faxed to the Petitioner, Yvonne Liebel on March 4, 2002 at 7:39 PM. The statement made in this entry is false. Appendix A59 represents docket sheets for this action. Yvonne Liebel obtained

them from the Court. Similarly, Attorney Williams told the Petitioner when faced with an important deadline to file a pleading, that the Court was closed after hours and their fax machine would not accept faxes. When the Petitioner insisted, he later called back and said the fax did not go through. Immediately thereafter, the Petitioner faxed the document to the Court without a problem.

SP02-10636-S	:SUPERIOR COURT
THE VISITING NURSE ASSOCIATION:	
OF RIDGEFIELD, INC.	:G.A.3-HOUSING SESSION
	:AT DANBURY
VS.	:
THE ALLIANCE FOUNDATION, INC.	: MARCH 14, 2002

MOTION TO WITHDRAW APPEARANCE

Pursuant to Section 3-10 of the Practice Book, the undersigned respectfully moves to withdraw his appearance on behalf of the defendant on the ground that the attorney-client relationship has broken down and the defendant, acting through its Chief Executive Officer, has expressly discharged the undersigned and instructed the undersigned to take no further action of any kind on its behalf. A copy of the said directive was faxed to the court today by the said official.

The last known address of the defendant is P.O. Box 1153, Ridgefield, CT 06877 and 8913 olimpic Boulevard, suite 101, Beverly hills, CA 90211; and the defendant's most frequently used fax number is 516-791-0614.

This case has not been assigned for trial.

A Section 3-10(b) notice has been mailed and faxed to the defendant at the above addesses and fax number and a copy thereof

is attached hereto, along with a certificate of fax receipt, as Exhibit A.

ORAL ARGUMENT NOT REQUESTED
TESTIMONY NOT REQUIRED

THE DEFENDANT

BY/S/_____
JOHN R. WILLIAMS (#67962)
Williams and Pattis, LLC
51 Elm Street
New Haven, CT 06510
(203) 562-9931
FAX: (203) 776-9494
Its Attorney

ORDER

The foregoing motion having been heard, it is hereby ORDERED:

Denied

Present, H. Rosenberg, Esq.
J. W. Williams, Esq.

THE COURT (Ginnochio, J.)

BY/S/_____ Robin J. Smith_____,J.
Dp Chief Clerk 3/25/02

NO. SPO2-10636-S	:SUPERIOR COURT
THE VISITING NURSE ASSOCIATION:	
OF RIDGEFIELD, INC.	:G.A.3-HOUSING SESSION
	:AT DANBURY
VS.	:
THE ALLIANCE FOUNDATION, INC.	: MARCH 5, 2002

NOTICE OF MOTION TO WITHDRAW APPEARANCE

TO: The Alliance Foundation, Inc.
C/o Yvonne Liebel
P.O.Box 1153
Ridgefield, CT 06877
Fax: 516.791.0614

The Alliance Foundation, Inc.
c/o Yvonne Liebel
8913 Olimpic Boulevard
Suite 101
Beverly Hills, CA 902121

The undersigned is filing a motion which seeks the court's permission to no longer represent you in the above captioned case.
If you wish to be heard, you should contact the cler's office at 146 White street, Danbury, CT 06810 (Telephone: 203.207.8600) to find out the date and time of a hearing.
You may appear in Court on that date and address the court concerning the motion.
If the motion to withdraw is granted, you should either obtain another attorney or file an appearance on your own behalf with the court.
If you do neither, you will not receive notice of court proceedings in this case and a nonsuit or default judgment may be rendered against you.

CERTIFICATION OF SERVICE

On the date above stated, a copy hereof was mailed and faxed to the defendant at the addresses and fax number noted above and also was mailed and faxed to defense counsel of record:

Herbert F. Rosenberg, Esq.,
80 Grove Street
Ridgefield, CT 06877
Fax:203.431.4021

/S/_____
John R. Williams

Petitioner's Comment: P.B Section 3-9 (a)(d) applies to attorneys who have been dismissed by their clients, and requires no Court approval. The P.B. Section 3-10 that Attorney Williams cited in his Motion to Withdraw applies to attorneys who withdraw voluntarily and requires the Court's permission. This Section also requires that an attorney gives his client a 10 day notice before filing his Withdrawal. Considering that Attorney Williams was dismissed by his clients on March 13, 2002, and his withdrawal was not voluntary, Attorney Williams' filing is false and his 10 day back dated notice is false as well. Following his filing, the Court set a hearing date on his motion and denied the motion, forcing the clients to be represented by their dismissed counsel.

APPENDIX D5

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

February 8, 2002

Via Fax: (203) 776-9494 (32 pages) and Express Mail

203-562-9931
John R. Williams, Esq.
Williams and Pattis, LLC
51 Elm Street
New Haven, CT 06510

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. Docket No. SP02-10636

Dear Mr. Williams:

Enclosed is a copy of the retainer agreement with a $15,000 check. Also enclosed are relevant documents to the above eviction case, organized chronologically by the date they were filed with the Danbury Superior Court.

A default for failure to appear was entered on February 5, 2002. As we agreed, please file an appearance on Monday, February 11, 2002 with the Motion to Consolidate enclosed herein. Please fax me a copy of your Appearance form and any changes you recommend to the Motion and/or Memorandum prior to your filing them. After filing, please mail to the addresses listed above date-stamped copies for our files. During this weekend and the rest of next week you may reach me at 516-791-0614.
Feel free to call me with any questions.

Very truly yours,
/S/Yvonne Liebel
Founder and CEO

APPENDIX D6

Yvonne Liebel

8913 Olimpic Blvd, Suite 101, Beverly Hills, CA 90211
Tel: (310) 657- 2771 Fax: (310) 657-2731

February 18, 2002

Via Fax: 203-207-8642 (10 pages with cover) and FedEx

203-207-8600
Clerk of the Court
Danbury Superior Court
146 White Street
Danbury, CT 06810

Atten: Robin Smith

Re: The Visiting Nurse Association of Ridgefield, Inc. Docket No. SP02-10636

Dear Sir or Madam:

Enclosed for filing please find a "Motion for Continuance Of Argument" signed by Attorney John Williams, representing the Defendant, The Alliance Foundation, Inc. and a fax receipt confirming a fax of said motion to opposing attorney (3 pages).

Also enclosed for filing is a "Motion for Joinder of Additional Defendant" and "Affidavit in Support of Motion for Joinder of Additional Defendant" signed by Yvonne Liebel

pursuant to C.G.S. Section 52-102 and P.B 9-6, including Certifications (6 pages).

Hard copy originals of both Motions have also been FedExed to you.

Thank you for your time and attention.

Very truly yours,
/S/Yvonne Liebel, pro se,
Founder and CEO:
The Alliance Foundation, Inc.,

Yvonne Liebel

8913 Olimpic Blvd, Suite 101, Beverly Hills, CA 90211
Tel: (310) 657- 2771 Fax: (310) 657-2731

February 19, 2002

Via Fax: 203-207-8642 (2 pages with cover) and FedEx

203-207-8600
Clerk of the Court
Danbury Superior Court
146 White Street
Danbury, CT 06810

Atten: Robin Smith

Re: The Visiting Nurse Association of Ridgefield, Inc. Docket No. SP02-10636

Dear Sir or Madam:

Enclosed for filing please find the undersigned pro se Appearance, to be filed with the "Motion for Joinder of Additional Defendant", adding the undersigned as a defendant to the above action. The Motion was faxed to the Court yesterday evening.

Hard copy originals of both Motion and Appearance have been FedExed to you.

Thank you for your time and attention.

Very truly yours,
/S/Yvonne Liebel, pro se,
Founder and CEO:
The Alliance Foundation, Inc.,

Cc: Counsel for the Plaintiff

DOCKET NO. SP-02-10636-S

THE VISITING NURSE ASSOC. OF RIDGEFIELD, INC.	**: DANBURY SUPERIOR COURT**
Plaintiff,	**: GA-3 (AT DANBURY)**
V.	:
THE ALLIANCE FOUNDATION, INC.	**:FEBRUARY 18, 2002**
Defendant.	

MOTION FOR JOINDER OF ADDITIONAL DEFENDANT

Pursuant to C.G.S. Section 52-102 and Connecticut P.B 9-6, any person may be made a defendant who has or claims an interest in the controversy, or any part thereof, or whom it is necessary, for a complete determination or settlement of any question involved

therein, to make a party. In accordance with C.G.S. Section 52-102 and Connecticut P.B 9-6, Yvonne Liebel, is willingly and without reserve wish to join as Defendant in the above action.

The undersigned, Yvonne Liebel, represents that in her capacity as Founder and CEO, as well as, Contributor/Financier and representative of The Alliance Foundation, Inc., she has legal, ideological and financial interests in the subject matter of this action as the Plaintiff did hereby commit tortuous and unlawful acts that adversely affected her personally. Said actions were committed by the Plaintiff in this action in furtherance of a conspiracy to destroy the Defendant, The Alliance Foundation, Inc. and Yvonne Liebel. Therefore this new cause of action initiated by the Plaintiff arose from the same fact pattern as two other actions in which, Yvonne Liebel is a Plaintiff, involving the present one. The new Defendant, Yvonne Liebel, also has strong third party beneficiary claims to this cause of action. Any judgment awarded in this action will be partially appointed to the new Defendant. In addition, joining this new Defendant would assist in complete determination or settlement of any question involved. Finally, joining the new Defendant to this action would serve the important public policy of judicial economy. Without said Joinder, a new and separate lawsuit would have to be filed to protect Yvonne Liebel's personal rights.

In addition, on January 24, 2002, Yvonne Liebel attempted to represent the Defendant, The Alliance Foundation, Inc.'s claims by filing an Appearance and a Motion to Consolidate this matter with the other two present actions, but on January 25, 2002, the Papers were returned to her, denying her representation for not being an attorney. On January 28, 2002, a letter and "Objection to Motion to Consolidate" was filed by opposing counsel. On January 29, 2002, Yvonne Liebel filed a letter with an Affidavit and a Motion, requesting the Court's permission to appear on behalf of the Defendant, but on February 1, 2002, the Court entered "Motion for Default for Failure to Appear and Judgment for Possession". On February 5, 2002, the Court denied Yvonne Liebel's letter

Requesting Permission to Represent the Defendant and sustained the Plaintiff's Objection to the Motion to Consolidate, although the Motion was not filed. In accordance with Connecticut law the Defendant was allowed until February 13, 2002 to obtain counsel.

On January 8, 2002, Yvonne Liebel hired an attorney for the Defendant, who on that date filed an Appearance, a Motion to Reopen Default and the Motion to Consolidate. On February 13, 2002 the Memoranda of Law was filed in support of said Motion to Consolidate. The Court did not automatically open the Default, as customary, but entered an Order for a hearing scheduled for February 19, 2002 on the Motion to Reopen and the Motion to Consolidate. Due to Yvonne Liebel being ill with the flu and the short time span allowed by this Court, the new attorney was not yet adequately briefed on the issues, therefore, on Sunday, February 17, 2002, Yvonne Liebel instructed counsel via fax to file a Motion for Continuance and fax it to the Court and to opposing counsel on February 18, 2002. Counsel was unable to fax the Motion to the Court, as fax machine was closed, however, counsel shall file the Motion for Continuance and this Motion for Joinder, at the scheduled hearing on February 19, 2002 at 9:30am.

WHEREFORE, the undersigned respectfully move this Court for an order joining Yvonne Liebel as a Defendant in this action for the above reasons, and for reasons stated in her affidavit appended hereto, and incorporated by reference herein. The undersigned also move that the Plaintiff's complaint be amended to include Yvonne Liebel as a Defendant in this action.

YVONNE LIEBEL
/S/ By_____
Yvonne Liebel, Founder and CEO of The Alliance Foundation, Inc.

Yvonne Liebel, P.O. Box 1153, Ridgefield, CT 06877; And
8913 Olimpic Blvd. Suite 101, Beverly Hills, CA 90211
Tel: 310-657-2771 Cell: 310-435-0769 Fax: 310-657-2731

ORDER

The forgoing motion having been heard, it is hereby ordered:
Granted/Denied

The Court

_____
Judge

CERTIFICATION

I, Yvonne Liebel of 106 Great Hill Road, Ridgefield, Connecticut 06877, hereby certify that on this date, February 18, 2002, have served the enclosed Motion To Join a New Party Defendant, on each party to the proceeding or that party's counsel, by FAX and depositing an envelope containing the above documents in the United States mail, properly addressed to each of them:

Herbert F. Rosenberg, Esq.
80 Grove St.
Ridgefield, CT 06877
Tel: (203) 438-5324
(Counsel for Visiting Nurse Assoc. of Ridgefield, Inc.)

By:_____
/S/Yvonne Liebel

DOCKET NO. SP-02-10636-S

THE VISITING NURSE ASSOC. OF RIDGEFIELD, INC.	**: DANBURY SUPERIOR COURT : GA-3 (AT DANBURY)**
Plaintiff,	
V.	**:**

THE ALLIANCE FOUNDATION, INC. :FEBRUARY 18, 2002
Defendant.

AFFIDAVIT IN SUPPORT OF MOTION FOR JOINDER OF NEW PARTY DEFENDANT

YVONNE LIEBEL, Founder and CEO of The Alliance Foundation, Inc. a 501(c)(3) public charitable organization ("Alliance") and pro se in related actions affirms the following:

1. That I am Plaintiff in two existing related actions that are pending consolidation: The Alliance Foundation, Inc. and Yvonne Liebel et al v. Eugene Grant et al. Docket No. (X02) CV-01-016782-S and DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, Docket No. CV-00-0038142;

2. That members of the board of directors of the Plaintiff in this matter, the Ridgefield Bank and Reynolds and Rowella, LLP, are Defendants in the related actions. These Defendants caused immeasurable harm to Alliance, and continue to do so through this new action;

3. That Alliance has no funds whatsoever to finance this litigation as a result of the harm caused by the Plaintiff's board members, Ridgefield Bank and Reynolds and Rowella LLP, and continues to depend on me for preparing, filing and financing all documents connected with its litigations since December 1999;

4. That although I'm not a named Defendant, I'm an interested party in this matter, by virtue of: The two related cases; The substantial personal and financial investment I made in Alliance and its mission since its establishment in 1990 and throughout its development; and the carrying of its overall

litigation costs that amounts to several hundred thousand dollars;

The above constitutes the personal affidavit of Yvonne Liebel, detailing relevant facts known to me that bear upon this request for permission to represent the Alliance Foundation, Inc. in the above captioned matter.

Respectfully submitted this 18th day of February 2002.

BY:/S/YVONNE LIEBEL
P.O.Box 1153, Ridgefield, CT 06877

CERTIFICATION

I, Yvonne Liebel of 106 Great Hill Road, Ridgefield, Connecticut 06877, hereby certify that on this date, February 18, 2002, have served the enclosed Motion To Join a New Party Defendant, on each party to the proceeding or that party's counsel, by FAX and depositing an envelope containing the above documents in the United States mail, properly addressed to each of them:

Herbert F. Rosenberg, Esq.
80 Grove St.
Ridgefield, CT 06877
Tel: (203) 438-5324
(Counsel for Visiting Nurse Assoc. of Ridgefield, Inc.)

By: /S/ Yvonne Liebel_____

THE ALLIANCE FOUNDATION, INC.
P.O. Box 1153 8913 Olimpic Blvd. Suite 101
Ridgefield, Connecticut 06877 Beverly Hills, California 90211
Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

February 21, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 7 pages with cover 203-207-8642

Attn: Ms. Robin Smith (w/encls.)
Deputy Chief clerk

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. Docket No. SP-02-10636-S

Dear Robin:

In response to your note yesterday inquiring if Attorney Williams received a copy of the Motion for Joinder of New Defendant and my pro se Appearance, please find enclosed the following documents:

1. February 19, 2002, letter from the undersigned to Attorney Williams instructing him to file the Motion for Joinder and informing him of the filing of the Pro Se Appearance;
2. Febreuary 19, 2002, letter from Attorney Williams to the undersigned confirming his filing of the Motion on that date ate 9:19am (date stamped copy is attached herein);
3. February 19, 2002 letter from the undersigned to Attorney Williams, confirming receipt of his letter;
4. February 20, 2002, letter from the undersigned to Attorney Williams faxing him a copy of the Pro Se Appearance (a copy of the Appearance form is attached herein).

I hope this satisfies your inquiry and I thank you very much for your assistance in this matter.

Respectfully yours,
/S/YVONNE LIEBEL
Founder and CEO

DOCKET NO. SP-02-10636-S

THE VISITING NURSE ASSOC. OF RIDGEFIELD, INC.	**: DANBURY SUPERIOR COURT : GA-3 (AT DANBURY)**
Plaintiff,	
V.	:
THE ALLIANCE FOUNDATION, INC.	**:FEBRUARY 26, 2002**
Defendant.	

OBJECTION TO MOTION FOR DEFAULT FOR FAILURE TO PLEAD AND JUDGEMENT FOR POSSESSION

Pursuant to Connecticut P.B Section 17-30 (2001) the Defendant, The Alliance Foundation, Inc., is within the time prescribed to it by this section to plead and the Plaintiff's request for judgment on that basis should be denied for the following reasons:

1. The Return Date for this action was January 29, 2002;
2. On January 24, 2002, Yvonne Liebel, the Defendant's representative filed an Appearance, a Motion to Consolidate and a Memorandum of Law in support of motion, on behalf of the Defendant;
3. On January 28, 2002, the Court mailed the Defendant "Return of Papers", returning the Defendant's documents, stating that Yvonne Liebel, could not represent the Defendant because a. she was not an attorney, and b. she was not a party to the action,

therefore she had to retain a Connecticut counsel by no later than two days after the return date, or January 31, 2002;

4. On January 29, 2002, Yvonne Liebel filed a letter to the Court, an Affidavit and copies of the Appearance and Motion to Consolidate with Memorandum, asking the Court's permission to represent the Defendant for very compelling reasons, one of which was her inability to secure zealous counsel for the expanded case;
5. On February 5, 2002, the Court denied Yvonne Liebel's request to represent the Defendant and entered a Judgment against the Defendant. The Court allowed the Defendant to obtain Counsel by February 13, 2002;
6. On February 8, 2002, Attorney John R. Williams filed an Appearance, Motion to Reopen Judgment (an automatic grant) and the Motion to Consolidate;
7. On February 18, 2002, Yvonne Liebel filed with the Court a "Motion for Joinder of New Defendant" requesting that the Court joins her as a defendant to the action as she has vested interest in the case, and her joining would assist for a complete determination of any question involved (an automatic grant);
8. On February 19, 2002, Yvonne Liebel filed with the Court her Pro Se Appearance in the case;
9. On February 20, 2002, the Court granted the Motion to Reopen Judgment;
10. On March 4, 2002, the Court will decide the Motion to Consolidate and the Motion for Joinder at a scheduled hearing at 9:30am.

WHEREFORE, the Defendant (s) complied with the law and respectfully request that the Plaintiff's Motion for Default for Failure to Plead and Judgment for Possession be denied.

YVONNE LIEBEL
/S/ By_____

Yvonne Liebel, Pro Se, and
Founder/CEO/Officer/Donor/Lender/Representative of The Alliance Foundation, Inc.

Yvonne Liebel, P.O. Box 1153, Ridgefield, CT 06877 And
8913 Olimpic Blvd. Suite 101,Beverly Hills, CA 90211
Tel: 310-657-2771, Cell: 310-435-0769, Fax: 310-657-2731

CERTIFICATION

I, Yvonne Liebel of 106 Great Hill Road, Ridgefield, Connecticut 06877, hereby certify that on this date, February 26, 2002, have served the enclosed Objection to Motion for Default For Failure to Plead and Judgment for Possession, on each party to the proceeding or that party's counsel, by FAX to each of them:

Herbert F. Rosenberg, Esq.
80 Grove St.
Ridgefield, CT 06877
Tel: (203) 438-5324
Fax: (203) 431-4021
(Counsel for Visiting Nurse Assoc. of Ridgefield, Inc.)

John R. Williams, Esq.
51 Elm St.
New Haven, CT 065101
Tel: (203) 562-9931
Fax: (203) 776-9494
(Counsel for The Alliance Foundation, Inc.)

By:/S/Yvonne Liebel_____

APPENDIX D7

THE ALLIANCE FOUNDATION, INC.

Yvonne Liebel
Founder and CEO
P.O.Box 1153 Ridgefield, CT 06877
Cell: 310-435-0769

8913 Olimpic Blvd. #101
Beverly Hills, CA 90211
Tel: 310-657-2771
Fax: 310-657-2731

March 13, 2002 9:45 a.m.

203-562-9931
John R. Williams, Esq.
Williams and Pattis, LLCh
51 Elm Street
New Haven, CT 06510

BY FAX: 203-776-9494 (2 pages)

Re: March 18, 2002 hearing at Danbury, VNA v. Alliance SP02-10636, Notice to Dismiss Attorney

Dear Mr. Williams:

If by 12:00 noon today I do not receive a fax to 516-791-0614 responding to the questions I raised in my last three faxes to you, your services as the attorney for The Alliance Foundation, Inc. Entities, including myself, will be terminated at that time. In addition, a complaint will be filed against you with the Bar Association for withholding information and misrepresentation and we shall take whatever legal steps available to us.

The questions raised in my faxes to you did not require any research. After 30 years of practicing CT law and countless appeals you should be able to answer them right off, unless of course you

are either incompetent or simply sabotaging this case(s). I rather think it's the latter. I paid you $300.00 an hour for your expertise for which I failed to receive in our meetings, our telephone conversations or our written communications. Spending many hours trying to pry basic information, at my cost, is outrageous and illegal.

Let me reiterate the questions:

1. Is there or isn't there an automatic stay in effect since March 4, 2002, the date we filed the original appeal? if there is, please fax me a copy of the Statute and/or Practice Book Section;

2. When can we expect an Appellate Court docket number?

3. Your amended appeal package did not include an amended transcript order form. I presume this was not necessary. If this is an oversight please forward to the Court an amended form and fax me a copy for my files.

4. Both in our face-to-face discussion and in my writings I protested against your insistence on including a Constitutionality Notice, waving any challenge in our appeal to the constitutionality of any statute. If this case gets consolidated with the other two cases, such challenge may very well exist. Since you have not been fully briefed on the other cases, it is premature for you to make such determinations. Must we file Constitutionality Notice or not?

5. I also protested against your insistence on including a Draft Judgment File, awaiting a written Judge's ruling and the transcript. Judge Ginoccio should be able to write his own ruling unless he is awaiting someone else to write it for him (e.g. Judge Michael R. Sheldon who also received the same motion). Must we file a Draft Judgment File, or not?

In the event you decide to answer these questions in lieu of disengagement, please have Mary-Ann type up the answers, fax, and copy so these tasks do not get charged $300.00 an hour. -

John, I'm certain you are an honorable and knowledgeable man and it is this specific case that is skewing your conduct. If you are to continue this Attorney-client relationship beyond noon today, you have the responsibility and obligation to brief me on what is causing this intolerable situation so that remedies can be put in place.

Very truly yours,
/S/Yvonne Liebel
Founder and CEO

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 14, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 13 pages with cover 203-207-8642 10:30 a.m.

Attn: Ms. Robin Smith (w/encls.)
Deputy Chief clerk

Re: Dismissal of Attorney by The Alliance Foundation, Inc.
Marking-Off March 18, 2002 hearing/automatic Stay of Execution
The Visiting Nurse v. The Alliance Foundation, Inc. SP-02-10636-S

Dear Robin:

As of yesterday noon, the attorney for The Alliance Foundation, Inc., Mr. John Williams was dismissed for withholding and misleading information. Attorney Williams filed his Appearance on February 8, 2002 and was dismissed on March 13, 2002. He was fully paid for his services to date totaling $7,711.00.

As you know, on March 5, 2002, Attorney Williams appealed Judge Ginoccio's rulings denying the Defendants' Motion for Joinder of New Party Defendant and the Motion to Consolidate. The appeal was further amended on March 8, 2002 to include the undersigned as pro se in the appeal and other changes.

Considering the above circumstances, and the automatic Stay of Execution pursuant to C.G.S.A. Section 47a-35, and Practice Book Section 61-11; and the fact that The Alliance Foundation Inc. did pay its rent to the Visiting Nurse Association as exhibited in the Memorandum of Law supporting the Motion to Consolidate and attached herein once again as Exhibits A, B, C, D, E (itemized below); the Defendant, The Alliance Foundation, Inc. respectfully requests that the Court mark-off the hearing it scheduled on March 11, 2002, six days after the appeal was filed, for March 18, 2002 on the Motion to File Third Party Complaint and the Motion to Strike Counter Claims.

Consequently, please be sure to send all Court communications to the undersigned at the addresses and fax numbers you have listed in the undersigned's Appearance form filed with the Motion for Joinder of New Defendant.

I thank you for your time and attention to this matter.

Respectfully yours,
/S/YVONNE LIEBEL
Founder and CEO

Attached Exhibits:

Exhibit A - Notice to Quit for non-payment of Sep/Oct/Nov/Dec 2001
Exhibit B- Amended Agreement to change rent schedule August 22, 2001
Exhibit C- $5,000 good faith deposit payable to VNA by Yvonne Liebel, dated August 22, 2001
Exhibit D- $1,000 rent check # 121 for Sep/Oct/Nov/Dec 2001, dated October 5, 2001
Exhibit E- Manufacturs bank statement, listing check #121 cashed by VNA on October 11, 2001

CC: Attorney Herbert F. Rosenberg
80 Grove Street
Ridgefield, CT 06877
203-438-5324

Attorney John R. Williams
51 Elm Street, Suite 409
New Haven, CT 06510
Tel: 203-562-9931
Fax: 203-776-9494

Hon. Michael R. Sheldon (w/ encl.)
Waterbury Superior Court
Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702
Atten: Brenda Hamilton
Tel: 203-236-8232
Fax: 203-236-8234

Francis J. Drumm, Jr.
Chief Clerk, Appellate/Supreme Court
231 Capitol Avenue, Drawer Z, Station A
Hartford, CT 06106
Tel: (860) 757-2200

EXHIBIT A

Plaintiff's Notice to Quit for non-payment of Sep/Oct/Nov/Dec 2001

EXHIBIT B

Amended Agreement to change rent schedule, dated August 22, 2001

EXHIBIT C

$5,000 Good-Faith deposit payable to VNA by Yvonne Liebel, dated August 22, 2001

EXHIBIT D

$1,000 rent check # 121 for Sep/Oct/Nov/Dec 2001, dated October 5, 2001

EXHIBIT E

Manufacturs Bank statement, listing check #121 cashed by VNA on October 11, 2001

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 14, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith
Deputy Chief clerk
By Fax: 310-207-8642 6 pages with cover 6:15 p.m.

Re: Notice to Rectify Notice for Motion to Withdraw Appearance
The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. No. SP02-10636-S

Dear Sir or Madam:

Enclosed for filing is the Defendants' Notice to Rectify Notice of Motion to Withdraw Appearance.

The Notice of Motion to Withdraw Appearance filed by Attorney John R. Williams today, is dated March 5, 2002, in error. The Notice was first faxed to the undersigned today, March 14, 2002, at 1:00 p.m. (see attached Attorney's Notice with fax confirmation), following a letter to the Court faxed at 10:30 a.m. by the undersigned, informing the Court of the Defendants' dismissal of their attorney.

Thank you for your assistance in this matter.

Respectfully yours,

/S/YVONNE LIEBEL
Founder and CEO

CC: Attorneys of record;
Waterbury Complex Litigation Docket
Appellate/Supreme Court

DOCKET NO. SP-02-10636-S

THE VISITING NURSE ASSOC. OF RIDGEFIELD, INC. Plaintiff,	**: DANBURY SUPERIOR COURT : GA-3 (AT DANBURY)**
V.	:
THE ALLIANCE FOUNDATION, INC. Defendant.	**:MARCH 14, 2002**

DEFENDANTS' NOTICE TO RECTIFY ATTORNEY'S NOTICE OF MOTION TO WITHDRAW APPEARANCE

TO: John R. Williams (#67962)
Williams and Pattis, LLC
51 Elm Street, New Haven, CT 06510
Tel: (203) 562-9931 Fax: (203) 776-9494

The undersigned is filing a notice that seeks to rectify the date of the Notice of Motion to Withdraw Appearance filed by Attorney John R. Williams today.

Please immediately correct the date of your notice to me from March 5, 2002, to March 14, 2002, as this error is significant to this

case considering that we filed an appeal on that date and this date may jeopardize the appeal process. For the record: the first time you faxed this notice to me was today at 1:00 p.m. following your receipt of my letter to the Court at 10:30 a.m. informing it of your dismissal yesterday. Attached herein is a copy of your notice to me with today's fax confirmation. Interestingly, your Motion to Withdraw was dated March 14, 2002.

BY:

/S/_____

YVONNE LIEBEL, The Alliance Foundation, Inc.'s representative

Yvonne Liebel, P.O. Box 1153, Ridgefield, CT 06877; And
8913 Olimpic Blvd. Suite 101, Beverly Hills, CA 90211
Tel: 310-657-2771 Cell: 310-435-0769 Fax: 310-657-2731

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 15, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith
Deputy Chief clerk

By Fax: 203-207-8642 4 pages with cover 3:15 p.m.

Re: Notice to Attorney to Mark-Off Motion/Third Party Complaint on 3/18/2002 The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. No. SP02-10636-S

Dear Sir or Madam:

Enclosed for filing is the Defendants' Notice to Attorney to Mark-Off Motion/Third Party Complaint scheduled for a hearing on March 18, 2002.

Attorney Williams is no longer authorized by The Alliance Foundation, Inc. to represent any of its interests in said hearing, as Attorney Williams was dismissed from representation on March 13, 2002. On March 14, 2002, Attorney Williams filed a Notice of Motion to Withdraw Appearance and the Motion to withdraw Appearance, which said documents were docketed today.

Attorney Williams shall fax these instructions to Attorney Rosenberg per attached instructions.

Thank you for your assistance in this matter.

Respectfully yours,

YVONNE LIEBEL
Founder and CEO

CC: Attorneys of record;
Waterbury Complex Litigation Docket
Appellate/Supreme Court

DOCKET NO. SP-02-10636-S

THE VISITING NURSE ASSOC. OF RIDGEFIELD, INC.	**: DANBURY SUPERIOR COURT** **: GA-3 (AT DANBURY)**

Plaintiff,

V. :

THE ALLIANCE FOUNDATION, INC. :MARCH 15, 2002
Defendant.

DEFENDANTS' NOTICE TO ATTORNEY TO MARK-OFF MOTION FOR THIRD PARTY COMPLAINT

TO: John R. Williams (#67962)
Williams and Pattis, LLC
51 Elm Street, New Haven, CT 06510
Tel: (203) 562-9931 Fax: (203) 776-9494

The undersigned is filing a notice that instructs counsel to mark-off his Motion for Third-Party Complaint.

Please immediately today mark-off your Motion for Third Party Complaint as you are no longer authorized to represent The Alliance Foundation, Inc.'s interests at the scheduled hearing on Monday, March 18, 2002. Please notify opposing counsel.

The Court was orally notified of these instructions at 2:00 p.m. today.

BY:
/S/_____
YVONNE LIEBEL, The Alliance Foundation, Inc.'s representative

Yvonne Liebel, P.O. Box 1153, Ridgefield, CT 06877; And
8913 Olimpic Blvd. Suite 101, Beverly Hills, CA 90211
Tel: 310-657-2771 Cell: 310-435-0769 Fax: 310-657-2731

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 16, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith (W/enclosures)
Deputy Chief clerk

By Fax: 203-207-8642 5 pages with cover
Re: Notice to Attorney in response to opposing counsel's fax on marking "off" Motion/Third Party Complaint at the hearing on 3/18/2002. The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. No. SP02-10636-S

Dear Sir or Madam:

Not withstanding that there is an automatic Say of Execution in the above matter pursuant to C.G.S.A Section 47a-35, and Practice Book Section 61-11; and the fact that the Defendant did pay its rent; both Attorney Williams and Attorney Rosenberg seem to think that the Court has jurisdiction over whether or not a dismissed attorney could go on representing his/her clients' interests against the client's instructions. This was demonstrated by the Defendant's Attorney Williams filings of his Notice and Motion to Withdraw Appearance, and by the Plaintiff's Attorney Rosenberg's fax to the Court, attached herein.

It seems that both attorneys are referring to P. B. Section 3-10 addressing attorneys who wish to withdraw from a case, and is subject to the Court's ruling. P.B. 3-10 is not applicable to attorneys who have been dismissed. The appropriate P.B. Section is 3-9a, which does not require the Court's intervention. These attorneys' conduct is inappropriate as it attempts to take advantage of the undersigned representative of The Alliance Foundation, Inc. who is not an attorney in order to serve their own agenda.

Not withstanding Attorney Williams inappropriate filings, The Alliance Foundation, Inc., reiterates that this attorney was dismissed on March 13, 2002 and under no circumstances whatsoever is authorized to appear at the hearing on behalf of his clients. Further, The Alliance Foundation, Inc. respectfully request that this Court marks "off" his Motion for Third Party Complaint and orders Attorney Williams to file a Withdrawal of Appearance in accordance with 3-9a in place of his Notice and Motion to Withdraw Appearance.

Thank you for your assistance in this matter.

Respectfully yours,
/S/YVONNE LIEBEL
Founder and CEO

CC: Attorneys of record;
Waterbury Complex Litigation Docket
Appellate/Supreme Court

APPENDIX D8

Yvonne Liebel

P.O.Box 1153, Ridgefield, CT 06877 * 8913 Olimpic Blvd, Suite 101, Beverly Hills, CA 90211

Tel: (310) 657- 2771 Fax: (310) 657-2731 Cell: (310) 435-0769

March 20, 2002

Via: Fax (203) 236-8234 (6 pages with cover) and Express Mail

Clerk of the Court (w/enclosures)
Waterbury Superior Court
Complex Litigation Docket
300 Grand Street, Waterbury, CT 06702
203-596-4023

Re: The Alliance Foundation, Inc. et al. v. Eugene Grant, et al No.(X02)CV-01-0167482; Eugene Grant v. The Alliance Foundation, Inc. No. (X02) CV-01-0167457 ;Eugene Grant v. Alliance Capital, Inc. No. (X02) CV-01-0167458; Eugene Grant v. Alliance Capital, Inc. No. (X02) CV-01-0165756; DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. CV-00-0338142-S; Visiting Nurse Assoc. Ridgefield, Inc. v. The Alliance Foundation, Inc. SP02-10636

Dear Sir or Madam:

Enclosed for filing please find Appeal-Civil JD-SC-28 Rev. 2-99 to the Supreme Court of the State of Connecticut; a Certification page; and a check for $250.00 for the filing fee.

Please date-stamp the 5 enclosed sets of originals and mail in the prepaid addressed Express Mail envelope to: 16 Fraser Pl. Valley Stream, NY 11581. Please also enclose a receipt for the filing fee. The undersigned also respectfully requests the docket sheets for the

above first four matters in your Court. Enclosed is a check for $35.00 for the estimated cost of copies.

Thank you for your time and attention.

Very truly yours,

Yvonne Liebel, pro se, Founder/CEO and representative of: The Alliance Foundation, Inc.; Alliance Capital, Inc.; General Homes, Inc.; DTL-USA, Inc.; Alliance International Development, Inc.

CC: Hon. Michael R. Sheldon (w/ encl.)
Waterbury Superior Court
Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702
Attn: Brenda Hamilton, Esq.
Fax: (203) 236-8234

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 20, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith
Deputy Chief clerk

By Fax - 203- 207-8642 (6 pages with cover) and Express Mail

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. Docket No.SP-02-10636-S

Dear Robin:

Enclosed for filing please find copies of Appeal-Civil documents to the Supreme Court of the State of Connecticut faxed today to the Waterbury Superior Court Complex Litigation Docket. The Consolidated Appeal involves the above captioned matter.

Please date-stamp the 5 enclosed cover page originals of this letter and mail in the prepaid addressed Express Mail envelope to: 16 Fraser Pl. Valley Stream, NY 11581.

I also respectfully request that you file the enclosed additional copy of the Appeal package in the matter of DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. CV-00-0338142-S. I would greatly appreciate if you could also mail in the enclosed envelope the docket sheets of both cases. Enclosed is a check for $20.00 for the estimated cost of copies.

Thank you for your time and attention.

Very truly yours,

Yvonne Liebel,
Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.
General Homes, Inc.;DTL-USA, Inc.; Alliance International Development Corp.

Cc: Per enclosed certification

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 20, 2002

APPELLATE/SUPREME COURT
Clerk of the Court
231 Capitol Avenue, Drawer Z, Station A
Hartford, CT 06106

By Fax: (860) 757-2217 (6 pages with cover) and Express Mail

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. Docket No.SP-02-10636-S

Dear Sir or Madam:

Enclosed for filing please find copies of Appeal-Civil documents to the Supreme Court of the State of Connecticut faxed today to the Waterbury Superior Court Complex Litigation Docket. The Consolidated Appeal involves the above captioned matter which is currently pending in the Appellate Court.

Please date-stamp the 5 enclosed cover page originals of this letter and mail in the prepaid addressed Express Mail envelope to: 16 Fraser Pl. Valley Stream, NY 11581.

Thank you for your time and attention.

Very truly yours,
/S/Yvonne Liebel,
Founder/CEO and representative of:
The Alliance Foundation, Inc.; Alliance Capital, Inc.

General Homes, Inc.; DTL-USA, Inc.
Alliance International Development, Inc.

Cc: Per enclosed certification

CERTIFICATION: Standard Form

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 24, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith
Deputy Chief clerk

By Fax - 203- 207-8642 (15 pages with cover) and Express Mail

Re: Corrected/Amended Appeal Forms; Marking "off" March 25, 2002 hearing The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. Docket No.SP-02-10636-S; DTL-USA, Inc. & Yvonne Liebel v. Ridgefield Bank Doc. No. CV-00-0338142-S

Dear Robin:

I am in receipt of your Express Mail package dated yesterday containing the returned Consolidated Appeal documents to the Connecticut Supreme Court, requesting that the appeal be filed

separately and additional two checks for $250.00 each be sent for the filing fees for each of the above captioned cases. From the number of packages you returned I noticed that you retained one original for the Court files.

Per your instructions enclosed for filing is a Corrected/Amended Appeal Forms and certification for each of the above cases together with the returned appeal packages. Please date-stamp the original forms March 21, 2002 (the day you originally received them) and the amended forms March 26, 2002. Since these documents are time sensitive, the Court must acknowledge the initial appeal forms to the Supreme Court, as their filing date is very significant to the cases.

Also enclosed is a check for $250.00 for the DTL-USA, Inc. filing fee. As to the Visiting Nurse Association action, I am certain that an additional check is not required, as the filing fee was paid on March 5, 2002. On March 8, 2002 attorney Williams and I filed an amended appeal in the case requiring no fee. Please see attached receipt for $250.00 dated March 5, 2002 and a copy of the amended appeal stamped by the Court March 8, 2002.

Enclosed are 4 complete additional packages for submission to the Supreme Court and for our files. I respectfully request that you date-stamp them and mail in the prepaid addressed Express Mail envelope to: 16 Fraser Pl. Valley Stream, NY 11581. I will appreciate receiving a copy of the paid DTL-USA, Inc. receipt.

***

As to the hearing scheduled by Hon. Ginocchio, for Monday March 25, 2002 on Attorney John Williams's Motion to Withdraw Appearance and Motion for a Third Party Complaint, I request that the Court marks it "off" until a ruling is made by the Supreme Court on Hon. Ginocchio's denial of Stay of Execution at the March 18, 2002 and other decisions. Not withstanding the Appeal process, Attorney Williams was dismissed by his clients, The Alliance

Foundation, Inc. and Yvonne Liebel, on March 13, 2002, and has no right whatsoever to represent his former clients. Further, Attorney Williams' filing his Motion to Withdraw and a Notice instead of filing a Withdrawal of Appearance, backdating the Notice by 10 days to March 5, 2002, is unlawful and subject to the filing of a complaint by his clients to the Bar Association. Attached herein is the warning letter to Attorney Williams prior to his dismissal requesting his response by a noon deadline and his inappropriate response that brought on his dismissal faxed to his client at 3:26 p.m.

Attorney Williams received $7, 711 for his counsel during these short eviction proceedings, quality of which was best described by opposing counsel, Attorney Rosenberg in the March 18, 2002 hearing before Hon. Ginocchio: " Mr. Rosenberg: Yes, thank you, Your Honor. Your honor, Ms. Liebel may not have a law degree but I think that for her to describe herself as a layperson after the pleadings that have been filed in this case is ludicrous. In fact, the pleadings that Mr.Williams has filed is little more than a repetition of what she's filed in here. She is very well aware of what is going on in the Court."**(Page 11 lines 25-27 and Page 12 lines 1-5)**

With great dismay and disappointment, Attorney Williams' conduct continues to confirm that The Alliance Foundation, Inc. and its corporate entities will never be able to secure fair representation through a zealous and trustworthy attorney to represent their interests without the Court's intervention. Such intervention has long been withheld, violating these entities' rights of Access to the Courts and Due Process of Law while causing them and their founder irreparable damage.

***

Thank you for your time and attention in these matters.

Very truly yours,

Yvonne Liebel, Founder/CEO and representative of:
The Alliance Foundation, Inc.; Alliance Capital, Inc.
General Homes, Inc.; DTL-USA, Inc.; Alliance International
Development Corp.

Cc: Per enclosed certification

CERTIFICATION: Standard form.

Yvonne Liebel

P.O.Box 1153, Ridgefield, CT 06877
8913 Olimpic Blvd, Suite 101, Beverly Hills, CA 90211
Tel: (310) 657- 2771 Fax: (310) 657-2731 Cell: (310) 435-0769

March 24, 2002

Via: Fax (203) 236-8234 (14 pages with cover) and Express Mail

Clerk of the Court (w/enclosures)
Waterbury Superior Court
Complex Litigation Docket
300 Grand Street, Waterbury, CT 06702
203-596-4023

Re: The Alliance Foundation, Inc. et al. v. Eugene Grant, et al No.(X02)CV-01-0167482 ; Eugene Grant v. The Alliance Foundation, Inc. No. (X02) CV-01-0167556 ;Eugene Grant v. Alliance Capital, Inc. No. (X02) CV-01-0167457; Eugene Grant v. Alliance Capital, Inc. No. (X02) CV-01-0167458; DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. CV-00-0338142-S; Visiting Nurse Assoc. Ridgefield, Inc. v. The Alliance Foundation, Inc. SP02-10636

Dear Sir or Madam:

Per your instructions received yesterday, enclosed for filing please find Corrected/Amended Appeal Forms to the Supreme Court of the State of Connecticut with $250.00 checks and certification pages for each of the above first 4 actions pending in this Court. Also attached to each amended form the original single consolidated appeal form faxed to the Court on March 20, 2002 and received by the Court on March 21st, 2002 via Express Mail (the consolidated single appeal forms will not be faxed to the Court only be mailed via Express Mail as the Court already has these forms.)

Please date-stamp the consolidated appeal forms March 21, 2002 and the amended forms March 26, 2002. Please return the 4 enclosed date-stamped sets of originals intended for the Supreme Court and our files in the prepaid addressed Express Mail envelope to: 16 Fraser Pl. Valley Stream, NY 11581. Since these documents are time sensitive, the Court must acknowledge the initial appeal forms to the Supreme Court, as their filing date is very significant to the cases. Please also enclose a receipt for each of the filing fees.

The undersigned also respectfully requests the docket sheets for the above four actions. Enclosed is a check for $35.00 for the estimated cost of copies.

Also enclosed for the Court file a copy of the Corrected/Amended Appeal Forms with regard to the actions pending in the Danbury Superior Court, also separated from the consolidated single appeal per the Danbury Superior Court's instructions (these documents will not be faxed to the Court only mailed via Express Mail). Please date-stamp the enclosed extra copy and return it in the envelope provided.
Thank you for your time and attention.

Very truly yours,

Yvonne Liebel, pro se,

Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.
General Homes, Inc.;DTL-USA, Inc.; Alliance International
Development, Inc.

CC: Hon. Michael R. Sheldon (w/ encl.)
Waterbury Superior Court
Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702
Attn: Melanie A. Dillon
Fax: (203) 236-8234

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 27, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith
Deputy Chief clerk

By Fax: 203- 207-8642 and Express Mail

Re: March 25, 2002 decisions (Ginnochio's J.)/Appealed to the Supreme Court; The Visiting Nurse Association of Ridgefield, Inc. v.

The Alliance Foundation, Inc. Docket No.SP-02-10636-S; DTL-USA, Inc. & Yvonne Liebel v. Ridgefield Bank Doc. No. CV-00-0338142-S

Dear Robin:

I am in receipt of your Express Mail package today containing the date-stamped acceptance of filing of the DTL-USA, Inc. action to the Connecticut Supreme Court. I thank you for your assistance.

As to your return of the Corrected/Amended Appeal in the Visiting Nurse Association action, appealing Hon. Ginocchio's March 4 and 18th decisions, I decided to keep this appeal as is in the Appellate Court. However, his March 25, 2002 decisions will be appealed to the Supreme Court. Enclosed for filing please find a Civil-Appeal Form to the Supreme Court with regard to these decisions, including a Certification page and a filing fee of $250.00. Please date-stamp the enclosed 4 additional originals and mail in the Express Mail prepaid envelope.

In your Express mail package you included Judge Ginocchio's March 25, 2002 ruling denying the defendant's Third Party Complaint but did not include his ruling on the denial of the Motion to Withdraw decided on the same date. Although you informed me about the decision in your letter, I would need a copy of the actual ruling. Please include a copy of the decision and updated docket sheets in the returned envelope.

As to the Consolidated Appeal in Waterbury, I did file yesterday a Corrected/Amended Appeal Form for each of the four cases. Enclosed are copies of the initial Consolidated Appeal and the Amended appeals. Please file them in the DTL-USA, Inc. and the Visiting Nurse Assoc. actions as these cases will be included in the arguments and their docket numbers are listed on the forms. Please date stamp the two enclosed copies for our files.

Thank you for your time and attention in these matters.

Very truly yours,
/S/Yvonne Liebel,
Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.
General Homes, Inc.;DTL-USA, Inc.
Alliance International Development Corp.

Cc: Per enclosed certification

CERTIFICATION: Standard form.

APPENDIX D9

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

April 4, 2002

APPELLATE/SUPREME COURT
Chief Clerk of the Court
Francis J. Drumm, Jr.
231 Capitol Avenue, Drawer Z, Station A
Hartford, CT 06106

By Fax: (860) 757-2217 (5 pages with certification)

Re: The Alliance Foundation, Inc. et al. v. Eugene Grant, et al
No.(X02)CV-01-0167482; Eugene Grant v. The Alliance Foundation,

Inc. No. (X02) CV-01-0167556; Eugene Grant v. Alliance Capital, Inc. No. (X02) CV-01-0167457;Eugene Grant v. Alliance Capital, Inc. No. (X02) CV-01-0167458; DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. CV-00-0338142-S; Visiting Nurse Assoc. Ridgefield, Inc. v. The Alliance Foundation, Inc. SP02-10636

Dear Mr. Drumm:

The undersigned was informed today by the Appellate/Supreme Court clerk, Ms. Pam Branick, that the Danbury Superior Court and the Waterbury Superior Court/ Complex Litigation Docket had forwarded to the Supreme Court clerk's office copies of the Civil-Appeal forms filed in the lower Courts, and that although the Supreme Court only received copies of these initial forms and the undersigned was never in the Court to file the complete set of required documents, the Chief Justice, against Practice Book instructions, may consider these appeals based on said forms.

Please be advised that the undersigned did not authorize the Clerks at the lower Courts to forward these forms to the Supreme Court, only to return the original date-stamped forms to the undersigned to be completed in accordance with Supreme Court requirements. Attached please find a letter that was mailed today via Express Mail to the Waterbury Chief Clerk, Mr. Philip Groth, on that point (Post receipt enclosed).

The undersigned vehemently protests against this conduct by the lower Courts and hereby respectfully request that these initial appeal forms will not be considered for ruling until such time that the undersigned filed a full set of documents for each of the above captioned cases.

Thank you for your time and attention to this matter.

Very truly yours,
/S/Yvonne Liebel,

Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.
General Homes, Inc.;DTL-USA, Inc.; Alliance International
Development, Inc.;

Cc: Per enclosed certification

CERTIFICATION: Standard form

THE ALLIANCE FOUNDATION, INC.

Yvonne Liebel
Founder and CEO
P.O.Box 1153 Ridgefield, CT 06877
Cell: 310-435-0769

8913 Olimpic Blvd. #101
Beverly Hills, CA 90211
Tel: 310-657-2771
Fax: 310-657-2731

April 5, 2002

203-562-9931
John R. Williams, Esq.
Williams and Pattis, LLC
51 Elm Street
New Haven, CT 06510

BY FAX: 203-776-9494 (9 pages)

Re: March 25, 2002 hearing at Danbury (Ginocchio, J.) denying your Motion To Withdraw Appeal; denying Third Party Complaint; your last two sabsequent faxes - Visiting Nurse v. Alliance SP02-10636

Dear Mr. Williams:

I thought long and hard about Ginocchio's decision to keep you in the case, overriding my absolute and final instructions to dismiss you due to complete breakdown in our attorney-client relations.

This decision and his setting a trial date, as early as April 22, 2002, left me perplexed and violated beyond words.

As I'm considering whether or not we can somehow salvage our relations through a written agreement that would cover all possible problem areas and adhere to the Judge's decision, one thing seems certain. We must immediately file a separate appeal, appealing Ginocchio's decision to continue proceedings in this case. We must ask the Appellate/Supreme Court to allow a Stay of Execution. Considering that this is clearly a fraudulent eviction case, and considering Ginoccio's outrageous and biased decisions, you must be able to at least get us that.

For your information, attached are yesterday's communications with the Waterbury and the Appellatte/Supreme Courts Chief Clerks regarding the appeals I filed to the Supreme Court. Did you get a docket number for our Appellate Court appeal?

Very truly yours,
/S/Yvonne Liebel
Founder and CEO

APPENDIX D10

(Searching for new counsel: An example of one contact. Petitioner contacted several attorneys/lawfirms, unsuccessfully)

THE ALLIANCE FOUNDATION, INC.

Yvonne Liebel
Founder and CEO
P.O.Box 1153 Ridgefield, CT 06877

8913 Olimpic Blvd. #101
Beverly Hills, CA 90211
Tel: 310-657-2771

Cell: 310-435-0769 Fax: 310-657-2731

April 5, 2002

860-240-6024
Dwight Johnson, Esq.
Murtha Cullina
Hartford, CT

BY FAX: 860- 240-6150 (21 pages)

Re: Visiting Nurse of Ridgefield, Inc. vs. The Alliance Foundation, Inc. SP02-10636

Dear Mr. Johnson:

Enclosed please find the following documents:

1. Summons Summary Process and Complaint including a copy of the lease, provided by the Plaintiff;
2. A Notice to Quit;
3. Service of the Notice to Quit;
4. An August 22, 2001 letter of agreement, amending the rent schedule;
5. A copy of $5000 check received and cashed by VNA, dated August 22, 2001;
6. A copy of a check for $1000.00 for rent from Sept. through December 2001, dated October 5, 2001;
7. A Manufacturers Bank statement showing VNA cashing the check on October 31, 2001.

The Defendant filed numerous motions connecting this case to other actions, i.e. Motion to Consolidate; Motion to File Third Party Complaint adding the individual board members; etc., all of which were denied and an appeal process has begun.

Thank you for your time and attention to this matter.

Very truly yours,
/S/Yvonne Liebel
Founder and CEO

APPENDIX D11

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

April 12, 2002

SUPREME/APPELLATE COURT
Chief Clerk of the Court
Francis J. Drumm, Jr.
231 Capitol Avenue, Drawer Z, Station A
Hartford, CT 06106

By Fax: (860) 757-2217 (13 pages with certification and cover) and by FedEx

Re: The Alliance Foundation, Inc. et al. v. Eugene Grant, et al No. S.C.16722; Eugene Grant v. The Alliance Foundation, Inc. No. S.C. 16723; Eugene Grant v. Alliance Capital, Inc. No. S.C. 16721 Eugene Grant v. Alliance Capital, Inc. No. S.C 16719; DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. S.C. 16717; Visiting

Nurse Assoc. Ridgefield, Inc. v. The Alliance Foundation, Inc.
No.S.C 16718

Dear Mr. Drumm:

Enclosed please find an original plus fifteen (15) copies of a Motion for Reconsideration for each of the above cases in compliance with P.B Section 71-5 and the filing fees of $60.00 for each case.

Thank you for your time and attention to this matter.

Very truly yours,
/S/Yvonne Liebel,
Founder/CEO and representative of:
The Alliance Foundation, Inc.; Alliance Capital, Inc.; General Homes, Inc.; DTL-USA, Inc.

Cc: per enclosed certification

Docket No. S.C. 16722 THE ALLIANCE FOUNDATION, INC. ET AL. VS. EUGENE GRANT, ET AL.	: STATE OF CONNECTICUT : SUPREME COURT : APRIL 11, 2002
Docket No. S.C. 16723 EUGENE M. GRANT VS. THE ALLIANCE FOUNDATION, INC.	: STATE OF CONNECTICUT : SUPREME COURT : APRIL 11, 2002
Docket No. S.C. 16721 EUGENE M. GRANT VS. ALLIANCE CAPITAL, INC.	: STATE OF CONNECTICUT : SUPREME COURT : APRIL 11, 2002

Docket No. S.C. 16719	
EUGENE GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: APRIL 11, 2002

Docket No. S.C. 16717	
DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: APRIL 11, 2002

Docket No. S.C. 16718	
VISITING NURSE ASSOCIATION OF	: STATE OF CONNECTICUT
RIDGEFIELD, INC.	:
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: APRIL 11, 2002

MOTION FOR RECONSIDERATION

Pursuant to Section 71-5 of Rules of Appellate Procedure, the pro se appellant, Yvonne Liebel, and the Appellants: The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; and General Homes, Inc. (the "Alliance Entities") file this Motion for Reconsideration within the 10 days from April 5, 2002, the date the Supreme Court rendered and sent out its formal decision and respectfully move the Court to reconsider its decisions to: Deny the undersigned Appellants a direct appeal from the Danbury Superior Court and the Waterbury Superior Court Complex Litigation Docket to the Connecticut Supreme Court pursuant to C.G.S.A Section 52-265a on the basis of lack of jurisdiction, Section 65-4 of the rules of appellate procedure; Deny the Appellants their Petition to the Chief Justice for Certification to Appeal in the event Appellants intended the reference to 52-265a to be a petition for certification; Within same Supreme Court Order immediately transfer the above captioned cases to the Appellate Court by issuing said cases Appellate Court

Docket Numbers; Order Appellants to use only Appellate Court docket numbers on all future filings; Assign said cases Appellate Court Managers; Order Appellants to file briefings in accordance with Practice Book Section 67-1 et seq.; Issue an Appellate Court Order under A.C. 22893 for S.C. docket number 16718, ordering Appellants to provide subsequent appeal documents on or before April 12, 2002 or said appeal would be dismissed; And issue a "Notice to Persons Appearing "pro se"" informing pro se appellants not to expect any special consideration from the Court or the Clerk's Office with regard to their appeal.

Appellants respectfully move this Court to reconsider its decisions for the following reasons:

1. The Chief Justice ruling is based on a procedurally defective and incomplete filing caused by the lower Courts' Clerks' Offices conduct with regard to this pro se Appellant, invalidating said ruling pursuant to the Rules of Appellate Procedure, C.G.S.A. Section 52-265a that is "now subject to the procedure in Sections 83-1 to 83-4" and P.B Sections 63-3 and 63-4.

2. Not withstanding the Court's denial of a direct appeal pursuant to C.G.S.A Section 52-265a, Section 61-1 of Rules of Appellate Procedure states that an appeal to the Supreme Court is purely a statutory right. Pursuant to C.G.S.A. Section 51-199 a direct appeal to the Supreme Court can be taken in number of instances listed as (1) through (11). Appellants in the above captioned matters, listed on their Appeal-Civil form questions of law applicable also to subsection (11) where the Supreme Court will accept "any other matter provided by law" not included under sections (1) through (10).

3. The Chief Clerk is well aware of the Appellants' long history of hardship in securing and maintaining zealous counsel for their cases and the many pleadings filed requesting legal support. The Chief Clerk's special Notice to these pro se Appellants,

withholding customary legal assistance given to pro se parties, is denial of their rights of access to the Court and due process of law.

Pursuant to C.G.S.A. Section 52-259c(b), a filing fee of $60.00 is included.

Brief legal History:

The Appellants Yvonne Liebel and the "Alliance Entities" initiated two Summons and Complaints in early 2000 in the Danbury Superior Court. The first against the Ridgefield Bank, and the second against Eugene Grant, Robert Nagro, and Richard Solomon. Later that year Hon. Radcliff, J. and Hon. Hiller, J. based on evidence and testimony cited in the following new party defendants in the second lawsuit: Ridgefield Bank; Weil, Gotshal and Manges, LLP; David Stone; Mark Hoenig; Bridge to Brotherhood, Inc.; Ira Millstein; and Marvin Jacob. In their Third Amended Complaint filed on October 24, 2000, the Appellants also included the CPA firm of Reynolds and Rowella, LLP of Ridgefield, CT and PricewaterhouseCoopers, LLP. The main cause of action is a conspiracy to destroy a business, out of which numerous causes of action are cited against the defendants.

Reynolds and Rowella, LLP were the Appellants' CPA firm for approx. 12 years and the Ridgefield Bank was their financial institution for approx. the same period. Thomas Reynolds is on the board of directors of the Ridgefield Bank. The morning after the Third Amended Complaint was filed, naming Reynolds and Rowella, LLP as defendant in the main lawsuit, on October 25, 2000, the Appellants' offices were broken into and flooded, specifically their accounting/financial office. Appellant, Yvonne Liebel was called by the landlord to open the office due to water damage below. Appellants have been subleasing second floor space from the Visiting Nurse Association of Ridgefield, Inc. (VNA) since 1996, for which they initially spent substantial funds on space improvements. The VNA has control over a sophisticated security system of entire

space. Ridgefield Bank's officer, Joyce Ligi, and Thomas Reynolds of Reynolds are also officers and board members of the VNA.

Following the break in, the Appellants seldom used their offices. Up to and including a few months following the break-in, the main Appellant, The Alliance Foundation, Inc., a 501(c)(3) Connecticut public charitable organization and the formal tenant on the lease was always current on its rent. As a result of Ridgefield Bank and Reynolds and Rowella's unlawful conduct, more specifically described in the two complaints, the Appellants in these cases have been irreparably harmed to a point were these vibrant entities in 1996 were broken down in 2001, unable to pay their rent.

On August 22, 2001, the Appellant Yvonne Liebel, founder and CEO of the Alliance Entities, and Helena Nicholas, president of the VNA met and agreed to temporarily amend downward the rent payments to $250.00 per month until Ms. Liebel secured a loan from Washington Mutual, her mortgage lender, at which time she would bring the Foundation current on its rent. They also agreed to temporarily extend the lease by one year and review the overall situation with the lawsuits at that time. Ms. Liebel informed both Ms. Nicholas and her Assistant that she was going to spend a couple of months in California with her father who had suffered a stroke. Ms. Liebel provided them with her address and phone numbers in California. Per their agreement, Ms. Liebel stopped at Ms. Nicholas' office to give her the good-faith personal check for $5000.00 and a letter confirming their agreement but Ms. Nicholas was not at her office. Her Assistant received the check on her behalf and noted it on the letter agreement. In late September Ms. Nicholas's assistant called Ms. Liebel in California to remind her of the rent check. Ms. Liebel asked the Assistant to confirm with Ms. Nicholas that the rent she should pay was still in accordance with the letter of agreement. The assistant called back the following day with a confirmation. In October, Ms. Liebel sent a personal check for $1000.00 covering the rent for the months of September through December 2001. Both the $5,000.00 and the $1,000.00 checks were cashed by the VNA.

On December 27, 2001, Ms. Liebel temporarily returned to Ridgefield to assist her son to organize for a new university semester out-of-state. To her shock and disbelief she discovered on her residence' door a Notice To Quit by the VNA for non-payment of rent for the months of September through December 2001. No one from the VNA contacted her in California prior to the Notice. Ms. Liebel called Ms. Nicholas and asked her to withdraw the Notice to Quit, otherwise she would be forced to defend the Alliance Entities and drag the VNA and Ms. Nicholas into the more expanded lawsuit, but Ms. Nicholas refused to withdraw.

In the course of this new, unlawful and fraudulant Summary Process eviction, numerous pleadings that were filed by the Appellants were denied, including a Motion filed by Appellant, Yvonne Liebel, to Appear on behalf of the Alliance Foundation, Inc.; her Motion to be added as a New Party Defendant to defend her interests in the lawsuit; A Motion to File a Third Party Complaint against Officers Nicholas, Ligi, and Reynolds; a Motion to Consolidate these actions that stemmed from the same fact pattern and shared common parties; a Motion for Stay of Execution following the filing of the appeal; and a Motion to Withdraw Appearance filed by The Alliance Foundation, Inc.'s new counsel following this counsel's dismissal by Ms. Liebel on March 13, 2002. Further, Hon. Ginocchio, J. who consistently denied the Appellants' motions also issued an Order to hold a trial hearing in this case on April 22, 2002, insisting that the attorney who was dismissed by the Appellants for misrepresentation, represent the Appellants in the trial. Since that decision was rendered on March 25, 2002, the Appellants tried unsuccessfully to secure new counsel for their cases, a severe and continuous problem which they encountered from the outset of this litigation, and much written about in their many pleadings.

The decisions made by Hon. Ginocchio, J., and other decisions or their lack thereof, made by Hon. Michael R. Sheldon at

the Waterbury Complex Litigation Docket with regard to the other related cases, consistently denied Appellants' of their constitutional rights of access to the courts and due process of law as guaranteed to them under the First and Fourteenth Amendments. Over time a vicious circle was established that began with the Appellant corporations' inability to secure zealous legal counsel to represent their interests; the Courts turning a deaf and defiant ear to their hardship; and ended with C.G.S.A. 51-88 (Section 7 annotated) disallowing the Plaintiff-Appellant, Yvonne Liebel to represent the corporations she founded, in the alternative. This vicious circle left the corporations without any representation whatsoever, subject to dismissal and default of their claims by opposing counsel and the Courts.

Court decisions that deny these Appellants said constitutional rights are not new to them. In July 2001, they filed a Petition for Writ of Certiorari in the United States Supreme Court citing violations of these rights. Although Cert was denied, the Appellants' cases were transferred in September 2001 from the Stamford Superior Court Complex Litigation Docket, under Hon. Tierney J., where said rights were violated. This was a favorable action by the Connecticut Courts for this pro se Petitioner-Appellant, and the corporations under her care.

Specific Facts:

On March 20, 2002, the Appellants commenced a Consolidated Appeal of all above captioned matters to the Supreme Court by faxing a single Appeal-Civil form to the Waterbury Superior Court Complex Litigation Docket; the Danbury Superior Court Housing; and to the Appellate/Supreme Court, appealing lower courts' decisions dated March 12 and 18, 2002. Appellants Express Mailed to the Waterbury Complex Litigation Docket a filing fee and original forms for the Clerk's Office and for returned certified to the Appellant for filing with the Supreme/Appellate Court. The consolidated appeal form and check were returned by

the Court in the Express Mail envelope provided by Appellants, requesting separate appeals and fees as the cases were not consolidated in the lower Courts. On March 24, 2002, the Appellants faxed and Express Mailed separate originals of Corrected/Amended appeal forms and fees with additional originals to be certified and mailed back to Appellants for filing in another self addressed Express Mail envelope. The Danbury Superior Court mailed back the additional originals certified. Appellants waited for the certified additional originals from Waterbury. On March 29, 2002 the Appellants received the package but it was not filing worthy as described in a letter dated April 4, 2002, marked urgent, to Chief Clerk Goth, returning the documents back to Waterbury. On April 4, 2002 Appellants received a call from the Appellate/Supreme Court informing them that the lower Courts Clerks had faxed their Court the appeal forms and that the Chief Justice therefore would rule on said appeals based only on these preliminary forms and without having the required set of documents pursuant to Section 52-265a. Although the Appellants were in daily communications with Clerks and Officers of all Courts with regard to this appeal and although they all knew that Appellants are filing pro se, they all failed to inform Appellants of their faxing of incomplete documents and failed to inform Appellants of C.G.S.A. 52-265a requirement to file complete set of documents within 14 days of the lower Court's decision, or March 26, 2002. On April 4, 2002 Appellants wrote a letter to Supreme/Appellate Chief Clerk Drumm, protesting this conduct.

Legal Grounds:

Notwithstanding that Appellants were deprived of their opportunity to submit their documents under C.G.S.A. Section 52-265a by the Clerks of the Courts, and therefore have been denied their right to direct appeal to the Supreme Court under that section, Pursuant to Section 61-1 of Rules of Appellate Procedure, an appeal to the Supreme Court is purely a statutory right. Thus by statute, pursuant to C.G.S.A. Section 51-199 an appeal to the Supreme Court

can be taken in certain instances listed as (1) through (11). In their timely filed Appeal-Civil Form, Appellants listed questions of law applicable not only to subsection (9) or C.G.S.A. section 52-265a but also applicable to subsection (11). Pursuant to Subsection (11), the Supreme Court will accept "any other matter provided by law" not included under Subsections (1) through (10), allowing the Supreme Court wide latitude in acceptance of cases.

In Conclusion:

For the forgoing reasons, the appellants in the above captioned matters respectfully request that this Court reconsiders the decisions rendered on April 5, 2002, and return the cases to the Supreme Court for direct appeal under subsection (11) of C.G.S.A. Section 51-199, or in the alternative, for the good cause shown, allow the Appellants the 14 days to submit complete set of documents pursuant to C.G.S.A. Section 52-265a requirements.

THE APPELLANTS, Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

By:/S/Yvonne Liebel, pro se
8913 Olimpic Blvd. P.O.Box 1153
Beverly Hills, CA 90211 Ridgefield, CT 06877
Tel: 310-657-2771/ Fax: 310-657-2731/Cell: 310-435-0769

ORDER

The forgoing motion having been heard, it is hereby ordered:

Granted/Denied

The Court

_____

CERTIFICATION

I hereby certify that a copy of the forgoing was mailed to all parties listed on the attached Certification page.

/S/_____
Yvonne Liebel

CERTIFICATION: Standard form

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

April 14, 2002

SUPREME/APPELLATE COURT
Chief Clerk of the Court
Francis J. Drumm, Jr.
231 Capitol Avenue, Drawer Z, Station A
Hartford, CT 06106

By Fax: (860) 757-2217 (14 pages with certification and cover) and by FedEx

Re: The Alliance Foundation, Inc. et al. v. Eugene Grant, et al No. S.C.16722; Eugene Grant v. The Alliance Foundation, Inc. No. S.C. 16723; Eugene Grant v. Alliance Capital, Inc. No. S.C. 16721; Eugene Grant v. Alliance Capital, Inc. No. S.C 16719; DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. S.C. 16717; Visiting Nurse Assoc. Ridgefield, Inc. v. The Alliance Foundation, Inc. No.S.C

16718; Visiting Nurse Assoc. Ridgefield, Inc. v. The Alliance Foundation, Inc. No. A.C.22832

Dear Mr. Drumm:

Enclosed please find an original plus fifteen (15) copies of Motions for Stay of Proceedings and Motions for Consolidation with Memoranda of Law for each of the above cases.

Thank you for your time and attention to this matter.

Very truly yours,
/S/Yvonne Liebel,
Founder/CEO and representative of:
The Alliance Foundation, Inc.; Alliance Capital, Inc.; General Homes, Inc.;DTL-USA, Inc.

Cc: per enclosed certification

APPENDIX D12

Docket No. SP02-10636-S
A.C 22893/A.C. 22832/S.C. 16718

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.	**: SUPERIOR COURT** **: G.A.3 - HOUSING SESSION** **: AT DANBURY**
VS.	**:**
THE ALLIANCE FOUNDATION, INC.	**: APRIL 22, 2002**

DEFENDANT'S PROTEST AGAINST EVICTION TRIAL HEARING ON 4/22/02, CONDUCTED BY HON. GINOCCIO, J., AND REPRESENTED BY ATTORNEY JOHN WILLIAMS, AS UNCONSTITUTIONAL

The Defendant, The Alliance Foundation, Inc., its founder and CEO, Yvonne Liebel and its related corporations: Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; and General Homes, Inc. (the "Alliance Entities") hereby respectfully protest against the above captioned hearing in this fraudulent, malicious, and vexatious eviction brought by the Visiting Nurse Association of Ridgefield, Inc. (the "VNA") through its officers and directors: Helena Nicholas; Thomas Reynolds of Reynolds and Rowella; and Joyce Ligi and Gary Smith of Ridgefield Bank. Thomas Reynolds is also a board member of the Ridgefield Bank.

This unlawful eviction was brought by the VNA for non-payment of rent for the 4 months of Sept through December 2001 (See Exhibit A, Notice to Quit, dated December 10, 2001), which rent was paid by Yvonne Liebel on behalf of the Alliance Entities (See Exhibit B, Manufacturers Bank check for $1000.00 dated October 5, 2001), per oral and written amended agreements made on 8/22/02 between Helena Nicholas, the VNA's president, and Yvonne Liebel, the Alliance Entities' founder and CEO (See Exhibit C, amended agreement letter, dated August 22, 2002) as more specifically described below.

On August 22, 2001, Yvonne Liebel, and Helena Nicholas, met at Ms. Nicholas office and agreed to temporarily amend downward the Alliance Entities' rent payments from $2400.00 per month to $250.00 per month until Ms. Liebel secured a loan from Washington Mutual, her mortgage lender, at which time she would bring the Foundation current on its rent. They also agreed to temporarily extend the lease by one year, during which time they

would review the overall situation with the 2 pending lawsuits against the VNA's officers and board members: the Ridgefield Bank and Reynolds and Rowella, LLP, who irreparably harmed their clients of approx. 10 years, the Alliance Entities, through their conduct as their financial and accounting firms. Ms. Liebel informed, both Ms. Nicholas and her Assistant, Roberta Thomas, that she was going to spend a couple of months in California with her father who had suffered a stroke. Ms. Liebel provided Ms. Nicholas and Ms. Thomas her address and phone numbers in California. Per their agreement, later, Ms. Liebel stopped at Ms. Nicholas' office, to give her the good-faith personal check for $5000.00 and a letter confirming their agreement but Ms. Nicholas was not at her office. Her Assistant received the check on her behalf and noted it on the letter agreement (See Exhibit C). In late September Ms. Nicholas's assistant called Ms. Liebel in California to remind her of the rent check. Ms. Liebel asked the Assistant to confirm with Ms. Nicholas that the rent she should pay was still in accordance with the letter of agreement. The assistant called back the following day with a confirmation. In October, Ms. Liebel sent a personal check for $1000.00 covering the rent for the months of September through December 2001 (See Exhibit B). Both the $5,000.00 and the $1,000.00 checks were cashed by the VNA (See Exhibit D, a copy of the $5,000 check and exhibit E, Manufacturers Bank's statement showing the cashing of the rent check.)

On December 27, 2001, Ms. Liebel temporarily returned to Ridgefield to assist her son to organize for a new university semester out-of-state. To her shock and disbelief she discovered on her residence' door the Notice To Quit by the VNA, for non-payment of rent for the months of September through December 2001. No one from the VNA contacted her in California prior to the Notice. Ms. Liebel called Ms. Nicholas and asked her to withdraw the Notice to Quit, otherwise she would be forced to defend the Alliance Entities and drag the VNA and Ms. Nicholas into the more expanded lawsuit against her officers and directors (more specifically described below), but Ms. Nicholas refused to withdraw

the eviction, claiming the VNA needed the rent, and arrogantly referred to this nation's due process rights that will determine a just conclusion to this dispute.

Brief legal History about the pending lawsuits against VNA's officers and Directors:

The "Alliance Entities" initiated two Summons and Complaints in early 2000 in the Danbury Superior Court. The first against the Ridgefield Bank, and the second against Eugene Grant, Robert Nagro, and Richard Solomon. Later that year Hon. Radcliff, J. and Hon. Hiller, J. based on evidence and testimony cited in the following new party defendants in the second lawsuit: Ridgefield Bank; Weil, Gotshal and Manges, LLP; David Stone; Mark Hoenig; Bridge to Brotherhood, Inc.; Ira Millstein; and Marvin Jacob. In their Third Amended Complaint filed on October 24, 2000, the Appellants also included the CPA firm of Reynolds and Rowella, LLP of Ridgefield, CT and PricewaterhouseCoopers, LLP. The main cause of action was and remains a conspiracy to destroy a business, out of which numerous causes of action were cited against the defendants (See Exhibit F, a sworn Affidavit by Thomas Reynolds, dated April 28, 2000, about his firm's unlawful conduct which almost single handedly destroyed the Alliance Entities and Exhibit G, a fax to Mr. Reynolds dated November 4, 1996 by the Alliance Entities new CFO, Ms. Carolyn Cutler, acknowledging Mr. Reynolds participation in the conspiracy'; Exhibit G, the Complaint and exhibits filed by the Alliance Entities against the Ridgefield Bank, dated February 16, 2000; Exhibit H, the Conspiracy Memo written by Defendant Robert Nagro, VP Operations of the Alliance Entities and a client of Ridgefield Bank, dated January 18, 1996; Exhibit I, a sworn affidavit by Ms. Nancy Keller, the Alliance Entities' VP Administration, dated September 9, 2000, describing the scope and breadth of the conspiracy to destroy the Alliance Entities and the Nagro-Reynolds alliance; Exhibit J, Ms. Keller's sworn affidavits dated August 6, 1998, January 16, 1999, Sept 2, 1998, and May 6, 2000 concerning unlawful financial manipulations, theft in

the Alliance Entities' offices, and Weil, Gotshal and Manges LLP's et al's involvement with PricewaterhouseCoopers in the destruction of the Alliance Entities; Exhibit K, The Indictment of Richard Solomon (the Alliance Entities' treasurer brought on board by the Defendants) by the United States Government for securities fraud, tax evasion and defrauding the U.S. Government, dated December 18, 1998, and a New York Times article dated February 26, 1998 about the SEC's illegal trading and securities fraud charges; Exhibit L, the attempt to bail out of the Alliance Entities by its former Chairman, Eugene M. Grant, following the Alliance Entities' destruction and the unlawful establishment of a new charity by the Defendants, Bridge to Brotherhood, Inc., into which the Alliance Entities' assets were transferred, dated July 25, 1997; Exhibit M, The Alliance Entities Mission Statement, its work and achievements as described in numerous documents and local and international publications (all the above exhibits were submitted to Superior and Appellate/Supreme Courts on numerous occasions including on April 12 and 15, 2002).

The morning after the Third Amended Complaint was filed, naming Reynolds and Rowella, LLP as Defendant in the main lawsuit, on October 25, 2000, the Alliance Entities' offices were broken into and flooded, specifically their accounting/financial office (See Exhibit N, a recount of that morning's events by the investigator for Discreet Investigations, as described in the Petition for Writ of Certiorari, to the united States Supreme Court filed by Yvonne liebel in July of 2001). Plaintiff, Yvonne Liebel was called by the landlord to open the office due to water damage below. The Alliance Entities have been subleasing second floor space from the Visiting Nurse Association of Ridgefield, Inc. (VNA) since 1996, for which they initially spent substantial funds on space improvements. The VNA has control over a sophisticated security system of entire space. Following the break in, the Alliance entities seldom used their offices. Up to that time, The Alliance Entities were always current on their rent. As a result of Ridgefield Bank and Reynolds and Rowella's unlawful conduct, more specifically described in the

two complaints, the Alliance Entities have been irreparably harmed to a point were these vibrant entities in 1996 were broken down in 2001 unable to pay their rent and switched from devoting their time to their charitable mission to pursuing this expanded litigation. This unlawful eviction is just one more act in advancing the goals of the conspiracy to destroy the Alliance Entities and get them out of the Ridgefield-Danbury area so they could not witness the illegal use of their assets by the Defendants, so called a Plaintiff in this fraudulent eviction.

Unconstitutional Court Proceedings in the April 22, 2002 trial hearings

In the course of this new and unlawful Summary Process eviction, numerous pleadings that were filed by the Alliance Entities were denied, including a Motion filed by Yvonne Liebel, to represent The Alliance Foundation, Inc.; her Motion to be added as a New Party Defendant to defend her interests and the Foundation's interests in the lawsuit; A Motion to File a Third Party Complaint against Officers Nicholas, Ligi, and Reynolds; a Motion to Consolidate these actions that stemmed from the same fact pattern and shared common parties; a Motion for Stay of Execution following the filing of the appeal; and a Motion to Withdraw Appearance filed by The Alliance Foundation, Inc.'s new counsel, Attorney John Williams, following his dismissal by Ms. Liebel on March 13, 2002. Further, Hon. Ginocchio, J. who consistently denied the Alliance Entities' motions also issued an Order to hold a trial hearing in this case on April 22, 2002, at 2:00 p.m., insisting that Attorney Williams who was dismissed by this client for misrepresentation and the withholding of information and who filed unethical Motion to Withdraw on the basis of P.B. Section 3-10 applicable to a resigning attorney and not on the basis of Section 3-9, on the basis of a dismissed attorney, represent the Alliance Entities in the trial. Hon. Ginocchio, J. was informed on several occasions about the dismissal and the Alliance Entities forbidding Attorney Williams from representing them in any hearings, yet the Court

insisted on this Attorney's representation contrary to rules of court and adverse to the Alliance Entities constitutional rights and interests. Since that decision was rendered on March 25, 2002, the Alliance Entities tried unsuccessfully to secure new counsel for their cases, a severe and continuous problem which they have encountered from the outset of this litigation, and which was written about in their many pleadings.

Hon. Ginocchio's consistent denials in favor of the Plaintiff in the above captioned matter, the VNA, were designed to silence the Alliance Entities by depriving them of fair representation that violated their constitutional rights of access to the courts and due process of law afforded to them under the First and Fourteenth Amendments of the United States Constitution. Further, ignoring the evidence of their rents paid and forcing them to work with an attorney that not only misrepresented to them and/or withheld information but also charged this charitable entity outrageous legal fees for this Summary Process Eviction, is an abuse of judicial power and these Alliance Entities have lost all confidence in this Court's ability to judge fairly in this matter.

Yvonne Liebel's appeals to Ginochio, J. and to the Appellate/Supreme Courts to stay proceedings in this matter were denied and/or dismissed, further sanctioning this Court's actions.

Wherefore, without a true and zealous attorney for the Defendant, The Alliance Entities and with a Judge who is clearly bias for the Plaintiffs, the trial hearing in this unlawful eviction is defective and the Defendant, The Alliance Foundation, Inc. through its true representative, Yvonne Liebel shall not participate in such legal proceeding which will further sanction this Court's conduct. Until such time that the State of Connecticut Judicial System is able to produce a single honest and zealous attorney for this case(s), any Court proceedings are deemed defective by the Alliance Entities and will continue to deprive them of their constitutional rights and their rights in accordance with Connecticut laws more specifically

described in P.B. Section **"Client-Lawyer relationships"** Rule 1.2 **"Legal representation should not be denied to people who are unable to afford legal services, or his cause is controversial or the subject of popular disapproval."** The mere filing of an Appearance Form by an attorney does not guarantee the client a fair representation. Further, although the law seems to insist on an attorney to represent a corporation, an attorney who will harm his client through misrepresentation and the withholding of information is not an acceptable substitute to an officer of the corporation who is not an attorney but has a full understanding of the subject matter, a reasonable understanding of the law and the desire to obtain such understanding and the corporation's true interest at heart. The vicious circle that has been established in this matter where the Alliance Entities' corporations are unable to secure zealous legal counsel to represent their interests due to severe interference with their counsel by the opposing parties, as more precisely described in the "Alliance Attorney Saga" and the Courts turning a deaf and defiant ear to the Alliance Entities' hardships and to their many requests to intervene; and C.G.S.A. 51-88 (Section 7 annotated) disallowing the Plaintiff-Appellant, Yvonne Liebel to represent the corporations she founded, in the alternative; leaves the corporations without any representation whatsoever, subject to dismissal and default of their claims by opposing counsel and the Courts. This vicious circle is considered by the Alliance Entities unconstitutional and must be also considered as such by the Connecticut Courts.

In Conclusion:

The Alliance Entities would consider fair adjudication in this matter to allow them to continue possession of these premises, rent free, until all related actions have been resolved. Further, a personal note to the Defendants in the expanded litigation in response to their criticism of the Alliance Entities for speaking out about their constitutional rights and accusing them of disrespect to the judicial system: "The Alliance Entities have the utmost respect and love for

is country and for its judicial system in spite of the enormous betrayal, losses and ffering they endured in the past 5 years and continue to endure resulting from the efendants' conduct. Not to speak out is contrary to this nation's democratic principle nd to the supreme responsibility that rests with each one of us to defend these rinciples not only for ourselves but for future generations."

HE DEFENDANT, THE ALLIANCE FOUNDATION, INC.

BY_____

Yvonne Liebel, its Founder, CEO and representative;
Also representative of all Alliance Entities.
Address (1): P.O. Box 1153, Ridgefield CT 06877
Address (2): 8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

CERTIFICATION: Standard form.

BEST AVAILABLE COPY

(2)

Supreme Court, U.S.
FILED

02 431 JUL - 5 2002

OFFICE OF THE CLERK

No._____

In The

Supreme Court of the United States

Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corporation; DTL-USA, Inc.; and General Homes, Inc., (The "Alliance Entities"),

Petitioners,

v.

Visiting Nurse Association of Ridgefield, Inc.; Thomas F. Reynolds; Joyce Ligi; Helena Nicholas; Washington Mutual Bank, F.A.; Sandy McArthur; Paul Rossitto; Rene Heinecke; Eugene Grant, Esq.; Robert Nagro; Richard Solomon; Ridgefield Bank; Weil, Gotshal and Manges, LLP; Bridge to Brotherhood, Inc.; Mark Hoeing, Esq.; David Stone, Esq.; Ira Millstein, Esq.; Marvin Jacob, Esq.; Reynolds and Rowella, LLP., PricewaterhouseCoopers, LLP/Kesselman;

Respondents.

On Petition For Writ Of Certiorari
To State of Connecticut Supreme Court Chief Justice

PETITION FOR WRIT OF CERTIORARI Vol. II of III

Yvonne Liebel, pro se
P.O. Box 1153, 106 Great Hill Rd.
Ridgefield, CT 06877
T: 310-657-2771 F: 310-657-2731
Cell: 310-435-0769

J.L. Chestnut, Jr., Esq.,
Chestnut, Sanders, Et Al., PC
P.O. Box 1290, One Union St.
Selma, AL. 36702-1290
T: 334-875-9264 F: 334-875-9375

APPENDIX D13

"The Execution"

DOCKET NO.: (S.C.16718; A.C. 22832; A.C.22893; SP02-10636)

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.	: STATE OF CONNECTICUT
	: SUPREME COURT
VS.	:
THE ALLIANCE FOUNDATION, INC.	: MAY 14, 2002

MOTION FOR REVIEW PURSUANT TO C.G.S.A. SECTION 66-6 and 61-14

The Defendant/Appellants, The Alliance Foundation, Inc.; Yvonne Liebel; DTL-USA, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc.; (the "Alliance Entities") in the above captioned matter respectfully request that the Court reviews the Danbury Superior Court's decisions (Ginnocchio, J.) to grant the Plaintiff's "Motion to Grant Execution for Immediate Possession" and execute an eviction, notwithstanding an automatic stay pursuant to C.G.S.A. Sections 47a-35; 61- 11; 71-6; 51-199(11), as more specifically described below.

Brief Legal history: All of the trial Court's decisions in this matter have been on appeal from the outset of this summary process eviction, alleging due process violations by the Court, beginning with the first decision appealed on March 4, 2002. The Court's decision at the trial, stating that the Defendant owed rent to the Plaintiff, sufficient to cause its eviction, is on appeal, therefore, the Defendants/Appellants did not comply with the Court's order to pay any additional rent nor file a stay of execution that would support such accusation and order.

The Court's final Judgment to have the Defendant evict the premises for non- payment of rent, rendered on April 22, 2002; the Court's granting the Plaintiff's Motion to Grant Execution for Immediate Possession, and order to execute said decision on May 13, 2002 on the basis that the Defendant's appeals were filed for delay and thereby terminating the automatic stay, continue to deprive the Defendant, The Alliance Foundation, Inc. and its related entities a full review of the significant constitutional and fraudulent matters associated with this action, designed to serve the Plaintiff's board members' long standing agenda to destroy the Alliance Foundation, Inc. as more specifically described in two separate actions filed against the entities they represent.

Specific Facts:

Please See Next Page.

On May 13, 2002, the date the trial court rendered its decision to execute immediate eviction against the Defendant, contrary to the automatic stay pursuant to C.G.S.A Sections 47a-35 and 61-11, the following decisions were pending in the Supreme/Appellate Court with regard to this matter:

1. A Supreme Court decision pursuant to C.G.S.A. Section 51-199(11), as Stated in the Attached Preargument Conference Form filed on May 6, 2002;
2. Motions to Consolidate this matter with related appeals filed on April 15, 2002 and May 8, 2002;
3. Motions for Reconsideration pursuant to Section 71-6 of the Chief Justice decision to deny appeal pursuant to 52-265a, dated April 12 and 15, 2002;

Notwithstanding the above reasons for review of the trial Court's decision to execute this eviction, the eviction notice filed for non-payment of rent for the months of September-December 2001 should have never been filed, as the Alliance Entities paid their rent for these months per their amended agreement with the Plaintiff's president, Helena Nicholas (per transcript). The Judgment entered by the trial Court is respectfully unacceptable to these aggrieved Defendant/Appellants as the Plaintiff's president clearly admitted to receiving the rent check (per transcript), and pursuant to Section 47a-19: "Acceptance of rent with the knowledge that such rent is overdue constitutes a waiver of the landlord's right to terminate the rental agreement for the tenant's failure to pay such rent when it was due."

Legal Basis:

The trial court's decision to terminate the stay by executing an order to evict is not only premature due to pending appeals and motions in the Supreme/Appellate Court, but contrary to the automatic stay pursuant to C.G.S.A Sections 47a-35 and 61-11.

Further, the numerous pleadings filed by the Defendant/Tenant in this matter do not constitute delay, but an outrage and zeal to defend against this unjustly eviction and a Trial Court that consistently violated the Defendant/Tenant constitutional rights in favor of the Plaintiff.

Conclusion:

For the forgoing reasons and in the interest of justice, the Defendant/Appellants respectfully request that the Court enters a decision to stay all proceedings until appeals and pending motions have been decided.

THE DEFENDANT/APPELLANTS
THE ALLIANCE ENTITIES

BY_____
YONNE LIEBEL, Their Agent
P.O. Box 1153, Ridgefield, CT 06877 and
8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The foregoing motion having been heard, it is hereby ordered:

Granted/Denied

_____
The Court

CERTIFICATION: The standard form.

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

May 13, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By fax : 203-207-8642 and Hand delivered to Appellate/Supreme Court

Attn: Ms. Robin Smith (w/encls.)
Deputy Chief clerk

Re: Marking-"off" May 13, 2002 hearing on Plaintiff's Motion to Grant Execution; The Visiting Nurse v. The Alliance Foundation, Inc. SP-02-10636-S

Dear Robin:

The undersigned requests that the hearing scheduled for today be marked "off" as the undersigned only found out about the Plaintiff's Motion and the hearing on Friday afternoon, May 10, 2002 by calling the Court (no fax or letters were received from the Danbury Court or Attorney Williams to their California office listed on the current Appearance Form prior to that) and the undersigned was unable to reach you on Thursday. Also, the undersigned has to file the attached Addendum to the Appellate Court first thing Monday, May 13, 2002, the 20th day from the date of eviction judgment of April 22, 2002 (faxes are not accepted at the Appellate Court). In regardless of the Court's decision, kindly file the attached

Defendant's Objection to the Plaintiff's Motion to Grant Execution for Immediate Possession.

Further, please advise the Court that Attorney John Williams is absolutely not authorized to represent The Alliance Foundation, Inc. in any proceedings, since he was dismissed on March 13, 2002. Attached please find for filing a new Appearance Form pursuant to C.G.S.A. Section 52-73 signed by Yvonne Liebel as Agent for the Alliance Entities. To date these entities are still unable to retain zealous counsel to defend their claims. Considering the above circumstances, the undersigned respectfully requests that the hearing scheduled for May 13, 2002 be marked "off" until all appeals have been decided.

I thank you for your time and attention to this matter.

Respectfully yours,
/S/YVONNE LIEBEL
Agent for the Alliance Entities
Per enclosed Certification

DOCKET NO.: SP02-10636 (A.C. 22832 ; S.C.16718 ; A.C.22893)
VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC. : DANBURY SUPERIOR COURT
: AT DANBURY
VS. : G-3
THE ALLIANCE FOUNDATION, INC. : MAY 13, 2002

OBJECTION TO PLAINTIFF'S MOTION TO GRANT EXECUTION FOR IMMEDIATE POSESSION

The Defendant/Appellants, The Alliance Foundation, Inc.; Yvonne Liebel; DTL-USA, Inc.; Alliance Capital, Inc.; Alliance

International Development Corp.; and General Homes, Inc.; (the "Alliance Entities") in the above captioned matter hereby object to the Plaintiff's "Motion to Grant Execution for Immediate Possession" and request that the Court denies said motion for the reasons stated in their "Addendum to Appeal taken to the Supreme Court on April 26, 2002 Pursuant to C.G.S.A. Section 51-199(11) as Stated in the Attached Preargument Conference Form filed on May 6, 2002 Pursuant to P.B. Section 63-4" dated May 13, 2002 appended hereto and incorporated by reference herein; In their Motions to Consolidate filed with this Court on April 15, 2002 and May 8, 2002; In their appeals filed pursuant to Sections 63-3 and 63-4, on April 26, 2002 and May 6, 2002; and for the reasons described below:

1. Pursuant to Section 71-6 of Rules of Appellate Procedure, " Unless the chief justice or chief judge shall otherwise direct, any stay of proceedings which was in effect during the pendency of the appeal shall continue until the time for filing a motion for reconsideration has expired, and, if a motion is filed, until twenty days after its disposition, and, if it is granted, until the appeal is finally determined." On April 15, 2002, the Defendant/Appellants filed a Motion for Reconsideration with the Supreme/Appellate Court, requesting reconsideration of the Chief Justice decision dated April 3, 2002, denying the appeal to the Supreme Court pursuant to C.G.S.A. Section 52-265a, on the basis of a procedurally defective Court filing. The Trial Court decisions appealed included but were not limited to decisions made on March 25, 2002 denying the Defendant's counsel, John R. Williams' Motion to Withdraw and denying the Defendant/Appellants Motion to File Third Party Complaint against the Plaintiff's board members, Thomas F. Reynolds and Joyce Ligi, and its officer and president, Helena Nicholas. The Motion for Reconsideration is still pending. An order granting the Plaintiff's Motion to Execute for Immediate Possession prior to a decision by the Supreme/Appellate Court on said Motion for Reconsideration would violate Section
71-6; would cause significant harm to the Defendant/Appellants in this litigation; and would result in substantial injustice to the

Alliance Entities who have been greatly harmed by this fraudulent and malicious eviction initiated by the Plaintiff's board of directors (per transcript).

2. Pursuant to C.G.S.A. Section 63-4, on May 6, 2002, Defendant/Appellant appealed to the Supreme Court pursuant to C.G.S.A. Section 51-199 (11). The Court's decision is still pending. Similarly, Motions to Consolidate all related actions in the Supreme/Appellate Court filed on April 15, 2002 and May 6, 2002 are still pending.

3. In addition, an automatic Stay of Execution exists in this matter pursuant to C.G.S.A Sections 61-11 and 47a-35. Considering the facts in this unlawful and frivolous eviction action, the harassment caused to the Alliance Entities and the costs to defend this outrageous act, any argument by the Plaintiff that this appeal was filed for the purpose of delay, as stated in the Plaintiff's Motion to Grant Execution, is a continued fabrication of the facts for the purpose of advancing the goals of the conspiracy to destroy the Alliance Entities by the Plaintiff's board of directors as more specifically described in the two complaints filed against them by the Alliance entities in December 1999 and February 2002 (See Exhibit A, a sworn affidavit by Thomas F. Reynolds dated April 28, 2002, admitting to conspiring with Defendants in related actions to destroy the Alliance Foundation, Inc.)

4. Notwithstanding the above reasons to deny the Plaintiff's Motion, the eviction notice filed for non-payment of rent for the months of September-December 2001 should have never been filed, as the Alliance Entities paid their rent for these months per their amended agreement with the Plaintiff's president, Helena Nicholas (per transcript). The Judgment entered by the Court is respectfully unacceptable to these aggrieved Defendant/Appellants as the Plaintiff's president clearly admitted to receiving the rent check (per transcript), although the Defendant's counsel failed to enter the check as an exhibit during the trial (per transcript), pivotal to the

case, as on the face of the check it was clearly marked that the amount paid was for the months of September-December 2001. Notwithstanding these facts, pursuant to Section 47a-19:
"Acceptance of rent with the knowledge that such rent is overdue constitutes a waiver of the landlord's right to terminate the rental agreement for the tenant's failure to pay such rent when it was due."

5. What has transpired during the trial clearly demonstrates how subtle yet deadly an attorney's betrayal can be; Why the Defendant/Appellants dismissed Attorney Williams; Why the Defendant/Appellants consider the Summary process proceedings unconstitutional for disallowing Yvonne Liebel, the Alliance Entities' Agent to represent their claims, contrary to C.G.S.A. Section 52-73; and finally, Why the trial hearing was unconstitutional, for forcing Attorney Williams to represent his clients, against their will.

In Conclusion:

For the forgoing reasons and in the interest of justice, the Defendant/Appellants respectfully request that the Court denies the Plaintiff's Motion to Grant Execution for Immediate Possession.

THE DEFENDANT/APPELLANTS
THE ALLIANCE ENTITIES

BY_____
/S/YVONNE LIEBEL, Their Agent
P.O. Box 1153, Ridgefield, CT 06877 and
8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

VOL. III

CERTIFICATION: Standard form.

Docket No. A.C. 22832

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.	: STATE OF CONNECTICUT
VS.	: APPELLATE/SUPREME COURT
THE ALLIANCE FOUNDATION, INC.	: MAY 15, 2002

MOTION FOR STAY OF EXECUTION PURSUANT TO SECTIONS: 61-11; 61-14; 61-1(4) (R),AND SECTION 66-6 PER MOTION FOR REVIEW FILED ON MAY 14, 2002 (INCORPORATED BY REFERENCE HEREIN)

Pursuant to Sections 61-11; 61-14; 61-1(4)(R) and Section 66-6 of Rules of Appellate Procedure, the Defendant-Appellants in the above captioned action, The Alliance Foundation, Inc., and Yvonne Liebel with related entities: DTL-USA, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc. (the "Alliance Entities") respectfully request that proceedings in the above captioned matter will be stayed until final determination of the appeal(s) have been decided by the Supreme/ Appellate court as permitted by the above mentioned sections of Rules of Appellate Procedure.

Brief History:

1. On April 22, 2002 a Judgment to evict for the Plaintiff was entered by the Danbury superior Court (Ginnoccio). Neither

the Court nor Counsel for the pro se Defendant/Appellants instructed them to post a bond or deposit any funds in rent and/or use and occupancy with the Court within five days following the rendering of said Judgment, Pursuant to C.G.S.A. Section 47a-37 (per transcript and fax communications from counsel).

2. On April 26, 2002 (within 5 days of Judgment) Defendant/Appellants filed an Appeal from the Court's final Judgment Pursuant to 61-1 (C.G.S.A. section 51-197a). Pro se Defendant/Appellants did not file a Stay of Execution in the matter because the Court's Judgment pursuant to 61-1; 61-1(4); and 61-1(4)(R) automatically stayed proceedings as follows: Pursuant to 61-1 "An aggrieved party may appeal from final judgment, except as otherwise provided by law"; Pursuant to 61-1(4) a final judgment defined as when "the rights of a party are concluded by the order, and the order terminates a separate and distinct proceedings."; Pursuant to 61-1(4)(R) "Trial court rulings, whether final or not, should be stayable by the appellate court on motion, if necessary, to preserve eventual appellate review." Once a Judgment to Evict and an Execution has been ordered/exercised, appellate review will be forever lost.

3. On May 3, 2002, the Plaintiff filed a Motion for Immediate Possession of Commercial Premises Notwithstanding Pendency of Defendant's Appeal from Judgment" (See the Motion attached to the Defendant/Appellants' "Motion for Review Pursuant to section 66-6" filed with the Supreme/Appellate clerk on May 14, 2002).

4. On May 6, 2002 Defendant/Appellants filed supplement documents Pursuant to Section 63-4 and motions to consolidate this action with all related actions, which pleadings are pending in Supreme/Appellate Court.

5. On May 13, 2002 the Trial Court held a hearing on the Plaintiff's motion in spite of an oral request by the Defendant/Appellants on May 10, 2002, and a written request on May 13, 2002 to mark "off" the hearing for not having sufficient time to prepare; for having to file in person an "Addendum to Appeal" due on that date at the Appellate Court; for not having counsel; and for the automatic stay in place, due to the pending appeal(s) and motions in the Supreme/Appellate Court.

6. Also on May 13, 2002, the Defendant/Appellant filed with the Trial Court (by fax) an "Objection" to the Plaintiff's Motion (copy of which was filed with the Appellate Court on May 13, 2002).

7. On May 13, 2002, the Trial Court granted the Plaintiff's Motion and issued an Execution Judgment to evict the Defendant/Appellants.

8. On May 14, 2002, Defendant/Appellants filed a "Motion to Review" the Trial Court Order with the Appellate/Supreme Court Clerk.

Specific Facts:
The specific facts have been described above.

Legal Grounds:
Legal grounds have been described above.

In Conclusion:

Considering the above issues and the Defendant/Appellants rights to appeal the Trial Court final Judgment and Execution, and in the interest of justice, the Defendant/Appellants respectfully request that Judgment and Execution in favor of the Plaintiff will be

stayed until Supreme/ Appellate Court had reached a final determination of the issues on appeal.

THE DEFENDANT/APPELLANTS, The Alliance Foundation, Inc.; Yvonne Liebel; Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

By_____
Yvonne Liebel, their Agent (C.G.S.A. Section 52-73)
8913 Olimpic Blvd. P.O.Box 1153
Beverly Hills, CA 90211 Ridgefield, CT 06877Tel:
310-657-2771/ Fax: 310-657-2731/Cell: 310-435-0769

ORDER

The forgoing motion having been heard, it is hereby ordered:

Granted/Denied

The Court

_____

CERTIFICATION; Standard Form.

LOGO EXPRESS
MAIL
UNITED STATES POSTAL **SERVICE POST OFFICE TO ADDRESSEE**
* ET945119512US

ORIGIN (POSTAL USE ONLY)

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(Customer Copy)

PO ZIP CODE
06062

DAY OF DELIVERY
NEXT

DATE IN
5-20-02

12 NOON

POSTAGE
$19.15

TIME IN
5:00 PM

WEIGHT
2lbs. 7 ozs.

Acceptance Clerk Initials
B

TOTAL POSTAGE & FEES
$ 19.15

CUSTOMER USE ONLY

FROM: phone (310) 435-0769

Yvonne Liebel
P.O.Box 1153
Ridgefield, CT 06877

TO: phone (435-0769)

Herbert Rosenberg
80 Grove St.
Ridgefield, CT 06877

FOR PICKUP OR TRACKING CALL 1-800-222-1811
WWW.usps.com

Note: FedEx receipt for the appeal package to Landlord's Attorney. Similar packages were FEDEXED on 5/22/02 to Ms. Robin Smith, deputy Chief Clerk, at the Danbury Superior Court Tracking Number 832678697960 And to Christopher Molyneaux at the Voog Law Offices, Ridgefield, Connecticut, Tracking Number 832678697971 with the following hand written letter enclosed:

Page 1 of 3 Pages

THE ALLIANCE FOUNDATION, INC.

5/20/02

Ms. Robin Smith
146 White St.
Danbury, CT 06810 Via Express Mail

Dear Ms. Robin:

Enclosed for filing in the case of Rene Heinecke vs. Yvonne Liebel Docket # 98-0333546-S, a copy of appeal documents pursuant to P.B. Sections 63-3 and 63-4 plus other documents as listed below including a motion to consolidate this case with numerous other cases pending in the Danbury Superior Court and Waterbury Superior Court. A copy of this package was also mailed to Attorney Christopher J. Molyneaux at 90 Grove St. Suite 104, Ridgefield, CT 06877. The following list of documents was filed at the Appellate/Supreme Court in Hartford:

List of Documents:

1. Appeal-Civil form dated 5/15/02 to Supreme Court;
2. Statement for Preargument Conference; (1 page);
3. Docketing Statement (16 pages) including Certification;
4. Preliminary Statement of the Issues (3 pages);
5. Preliminary Designation of Pleadings (4 pages);
6. Application for Certification to Supreme Court Pursuant to G.S. Sections 51-199(9); 51-199(2); appealing among other, Waterbury Superior Court decisions also the Appellate Court decisions to dismiss the appeals in the Visiting Nurse Association vs. Alliance Execution order (11 pages including certif. Page) and Exhibits: Execution Order; Appellate Court decisions to Dismiss Motion for Review & Motion for Stay of Execution; Appellate Court Orders (4) to Waterbury Superior Court to rule on opposing parties' Motions to Default and Dismiss Appeals; 4 orders entered by Waterbury Superior Court granting the Motions;
7. Docket Sheets for all 7 cases captioned in appeal;
8. Memorandum of Decision in 4 cases pending in the Waterbury Superior Court;
9. Motion to Consolidate this action with the 6 other actions (11 pages including Certif. Page) and Exhibits in the case (45 pages); & Memoranda of Law (2 pages);
10. Cover letter to Supreme Court & Appearance Form dated 5/13/02 for all Cases;
11. Memorandum of Law filed in this case on Feb 20, 2001, "to Further Support the Defendant's Motion for Nonsuit" (Motion was denied by the Court). Motion included exhibits (11 pages + 44 pages of Exhibits.)

I thank you for your assistance in this matter.

/S/Yvonne Liebel
Founder & CEO
The Alliance Entities

P.O. Box 1153

Ridgefield, CT 06877

JUN- 4-02 TUE 3:20 PM (FAX TRANSMISSION)

From: HERBERT F. ROSENBERG ATTORNEY PHONE NO. 203 431 4021 Jun, 04 2002 3:24 PM P01

Law Offices Of
HERBERT F. ROSENBERG
80 Grove Street
Ridgefield, Connecticut 06877

HERBERT F. ROSENBERG
Admitted Attorney in
Connecticut & Florida

Tel: 203-438-5324
Fax: 203- 431-4021

Ms. Yvonne Liebel
P.O. Box 1153
Ridgefield, CT 06877

May 24, 2002

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. D.N 02-10636 S (Superior Court, GA-3 at Danbury)- Summary Process

Dear Ms. Liebel:

When you telephoned my office May 16th you requested that I not have the execution upon the above-referenced summary process judgment served for a few days, to allow you time to decide to what location you wished to remove the property of The Alliance

Foundation. I agreed to wait until this past Tuesday, May 21st for you to notify me or the VNA as to when your company would be vacating the VNA's office space. You did not contact my office or the VNA. Accordingly, the State marshal served the execution on Wednesday, may 22nd, and the VNA retained the services of a locksmith to gain entry and change locks, and, on Thursday, May 23rd, in the presence of the State Marshal the VNA inventoried items found within.

The VNA will store all inventoried items within the former office space of The Alliance Foundation for fifteen (15) days, and will thereafter dispose of them as they deem appropriate in accordance with section 47a-42a of the Connecticut general statutes. If The Alliance Foundation wishes to remove these items, and not forfeit ownership thereof pursuant to said statute, the alliance foundation may contact Ms. Helena Nicholas at the VNA to arrange to have access to the office space at a specific date and time to be agreed upon with the VNA, for the limited purpose of The Alliance Foundation removing all items from the office premises. The Alliance Foundation will be required to deliver a certified check to the VNA in the amount of $ 6,698.59 which will include the following expenses incurred by the VNA to this date: attorneys fees (5,552.29), locksmith ($756.30), state marshal's fees ($250.00) and cost of boxes and tape for storage ($140.00).

Yours truly,
/S/
Herbert F. Rosenberg

HFR/hs

Cc: John R. Williams, Esq.
Cc: Ms. Helena Nicholas (VNA)

(Hand written note by Mr. Rosenberg: Faxed by request to Ms. Liebel 310-657-273 - 16/4/02)

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

June 5, 2002

Herbert F. Rosenberg, Esq.
80 Grove Street
Ridgefield, Connecticut 06877
Tel: 203-438-5324

By Fax and Express Mail 203-431-4021

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. D.N 02-10636 S (Superior Court, GA-3 at Danbury)- Summary Process

Dear Mr. Rosenberg:

Following my call to your office yesterday requesting a fax of your letter dated May 24, 2002, I received it at 3:24 P.M. I suppose the content of your letter was not considered by you important enough to merit a fax to me on or about the date you wrote it, nor to mail a copy to my California office listed on my appearance form with the Court, to where you have sent communications in the past.

Let me begin by saying that I was stunned by the inaccuracies of your statements with regard to our conversations and understandings; the unlawful financial requirements made in

your letter; and the unlawful conduct with regard to execution of this eviction as follows:

1. **Your Statement:** "When you telephoned my office May 16th you requested that I not have the execution upon the above-referenced summary process judgment served for a few days, to allow you time to decide to what location you wished to remove the property of The Alliance Foundation. I agreed to wait until this past Tuesday, May 21st for you to notify me or the VNA as to when your company would be vacating the VNA's office space. "

   My Response: When I called you on May 16th, I wanted to find out what you planned to do following the execution order and when you planned to do it. I explained that I was not certain as to what I would or could do, however, if I decided or were able to move The Alliance Foundation's properties it would be to the guest-house on my property which I would first need to secure. I explained that the move is massive and preparing for it would require at least 3 weeks. You offered to give me until Tuesday, May 21st, to get back to you with my answer. I absolutely did not promise you that I would remove the Alliance properties nor that any indecision was with regard to where I would move said properties;

2. **Your Statement**: "You did not contact my office or the VNA."

   My Response: On Tuesday, May 21st, 2002, as scheduled, you received from me an appeal package by Express Mail (Tracking No. * ET945119512US, weighing 2.7lbs at a cost of $19.75), appealing the Court Execution Order and other decisions. I filed the original with the Supreme/Appellate Court and copies of the Appeal were also FedExed to the Danbury Court. As legal counsel you should have

understood from these documents that I did not agree with the Court's ruling and therefore any removal of the Alliance properties would be pending a Court ruling on the appeal.

3. **Your Statement**: "Accordingly, the State marshal served the execution on Wednesday, May 22nd, and the VNA retained the services of a locksmith to gain entry and change locks, and, on Thursday, May 23rd, in the presence of the State Marshal the VNA inventoried items found within."

My Response: Knowing you received the appeal package on Tuesday the 21st, and as counsel you would hold off on execution of the eviction until the Court rendered its ruling, and not receiving a call from you or any notice from you by fax or mail to my California office, alerting me to the eviction, I traveled to Ridgefield on Friday, May 24th. On my residence' door there was an Execution for Possession order signed by State Marshal, James, E. Sullivan. The document did not contain a date and time for the eviction as required by State Law. I was shocked to see the notice and perplexed by the absence of a deadline. I then immediately drove to The Alliance offices, only to learn from the VNA's president, Helena Nicholas, that the eviction had already taken place and the Alliance Foundation's locks were changed. Also, that on Thursday, May 23rd, Ms. Nicholas and the Marshal unlawfully entered the premises and "spent all day" taking inventory of the Alliance properties. Ms Nicholas informed me I could not get into the offices, as Alliance owed money to the VNA and to expect a letter from your office on this matter. The Connecticut Supreme/Appellate Court orders dismissing the appeal did not go out until May 23, 2002. Notwithstanding the facts that you did not mail or fax me your letter to the address listed with the Court; that the Marshal's Order was without a stated deadline; and that the Marshal did not make any efforts to contact me within the 24 hours preceding the

eviction to the addresses available on file with the Court, in violation of C.G.S. Sec. 47a-42a, serving the notice, entering the premises and taking inventory prior to the Appellate Court ruling on the appeal and before I had a chance to receive the Court's ruling, is in clear violation of State laws.

4. **Your Statement**: "The VNA will store all inventoried items within the former office space of The Alliance Foundation for fifteen (15) days, and will thereafter dispose of them as they deem appropriate in accordance with section 47a-42a of the Connecticut general statutes. If The Alliance Foundation wishes to remove these items, and not forfeit ownership thereof pursuant to said statute, the Alliance Foundation may contact Ms. Helena Nicholas at the VNA to arrange to have access to the office space at a specific date and time to be agreed upon with the VNA, for the limited purpose of The Alliance Foundation removing all items from the office premises. The Alliance Foundation will be required to deliver a certified check to the VNA in the amount of $ 6,698.59 which will include the following expenses incurred by the VNA to this date: attorneys fees (5,552.29), locksmith ($756.30), state marshal's fees ($250.00) and cost of boxes and tape for storage ($140.00)."

My Response: Your requirements to pay the expenses stated above is in violation of C. G. S. Sec. 47a-42a which clearly states: " If you do not claim your possessions and personal effects and pay the removal and storage costs within 15 days after the date listed below, your possessions and personal effects will be forfeited to the landlord." There is no mention in the statute of attorney's fees; locksmith fees or state marshal fees.

Mr. Rosenberg, please be advised that I view this eviction and your statements and actions as extreme violations of State laws

and as an assault on my personal rights and the Alliance Entities' rights as all our operations were administrated from these offices. Also, please be advised that the appeal process is not yet terminated, as the Alliance Entities plan to appeal the Chief Justice ruling of April 3, 2002, denying the direct appeal to the Supreme Court and all subsequent Court decisions in this eviction fiasco, to the United States Supreme Court. A removal of any of The Alliance Foundation, Inc.'s properties or any of the other corporations' properties (Alliance Capital, Inc.; Alliance International Development Inc.; DTL-USA, Inc.; Alliance Capital, Inc.), including but not limited to any documentation, on June 8, 2002, as stated in your letter, will cause the filing of criminal charges against your Client(s) in this and all other related matters, and a complaint against you personally with the Connecticut Bar Association.

Yours truly,

Yvonne Liebel
Founder and CEO

Enc. Marshal's Notice/Rosenberg's Fax
(By fax and Certified/Returned Receipt mail)
Cc: Supreme/Appellate Court/ Chief Clerk, Francis J. Drumm
Danbury Superior Court, Robin Smith/Ginnochio, J.
Waterbury Superior Court, Sheldon, J.
Helena Nicholas, VNA president
John R. Williams, Esq.
All counsel of record in related matters.

THE ALLIANCE FOUNDATION, INC.

Yvonne Liebel
Founder & CEO

8913 Olimpic Blvd. Suite 101
Beverly Hills, CA 90211

P.O. Box 1153
Ridgefield, CT 06877
Cell: 310-435-0769

Phone: 310-657-2771
Fax: 310-657-2731

June 6, 2002

Mr. Reid Parrington
Office of the Attorney General
Public Charities Unit
55 Elm St.
Hartford, CT 06106

Dear Mr. Parrington:

It was indeed a pleasure speaking with you on Thursday, May 16, 2002. I do hope that my letter to you will commence an investigation in the matter of The Alliance Foundation, Inc. ("Alliance"), the 501(c)(3) public charity I established in Connecticut in 1990, and the two private letter tax rulings I originated on its behalf in November 1991 and December 1996 respectively.

As we discussed, enclosed please find documents to support my allegations against officers and professional entities that served Alliance for about a decade, after which, through a conspiracy to destroy it, covertly swindled its assets, its breakthrough intellectual properties and its contributors in order to serve their business and personal interests. Their collective power is so great that from early 1997 to late 1999 I was unable to bring a lawsuit against them, and when I finally did, I was unable to keep zealous counsel to represent Alliance's interests due to threats and manipulations of any attorney who assisted me or appeared on Alliance's behalf. As a result I ended up representing Alliance myself including the preparations and filings of pleadings although I'm not an attorney. Because I do not have a law license, the Foundation's claims are continuously being threatened as the Defendants file motions to dismiss/default its claims on the basis Alliance can only be represented by counsel.

Without my representation, however, the Alliance would remain without any representation whatsoever or, in the alternative, with a representation that would be adverse to its interests, which is the Defendants' intended objective.

I respectfully ask that the office of the Attorney General urgently investigate this matter, as I'm unable to pursue an appropriate civil suit or an investigation due to the Defendants' severe interference with counsel and the judicial system, nor file tax returns, conduct Alliance business or pursue the public mission for which it was established.

I'm also extremely concerned about an unlawful eviction brought against the Foundation for non-payment of rent by its landlord's board of directors (the two board members represent two of the Defendants in the Alliance action), which rent was paid by me on Alliance's behalf. Due to the representation controversy the Defendants managed to get a local judge in the Danbury Superior Court to render an Execution Order on May 13, 2002, which appeal was dismissed by the Appellate Court and is now on appeal to the Connecticut Supreme Court. Frankly, because I filed the appeals myself, I don't have much hope for a successful ruling, and I'm extremely concerned about the landlord removing records from the Alliance's offices, as this would hinder the investigation to the Defendants' advantage.

Names of the Defendants in the Alliance Third Amended Complaint:

Eugene M. Grant (NY attorney/businessman and former chairman of Alliance, mid 1993-mid 1997); Robert Nagro (Former IBM Exec. and former VP operations of Alliance. Mr. Nagro was recommended for the position by Alliance's board member, Ms. Maria Cisyk, mid 1995- mid 1997); Richard Solomon (former securities trader and Alliance's former treasurer. Mr. Solomon was recommended to Alliance by Mr. Eugene Grant, mid 1995-mid

1997); Ridgefield Bank (Alliance's exclusive financial institution. Joyce Ligi is Vice President of Ridgefield Bank and on the board of directors of the Visiting Nurse Association of Ridgefield, Inc., 1989-1998); Reynolds and Rowella LLP (Alliance's exclusive accounting firm. Thomas F. Reynolds is on the boards of directors of the Ridgefield Bank and the Visiting Nurse Association of Ridgefield, Inc., 1987- 2001); Weil, Gotshal and Manges LLP; David Stone; Mark Hoenig; Ira Millstein; Marvin Jacob (Alliance's pro bono law firm and their counsel, 1990-1998. The firm and its members conspired with the above mentioned Defendants to destroy Alliance and take over its assets); Bridge to Brotherhood, Inc.(the charity established by Weil, Gotshal and Manges LLP, with forced or willing collaboration with other Defendants, two weeks after Alliance received its IRS private letter tax ruling, which replaced The Alliance Foundation, Inc. by covertly taking over its assets, mission, contributors, and private letter tax rulings, and thereby causing its demise); PriceWaterhouseCoopers, LLP/Kesselman and Kesselman, LLP (the accounting firm that fraudulently collaborated with Weil, Gotshal and Manges and others in establishing Bridge to Brotherhood, Inc. and the destruction of The Alliance Foundation, Inc.)

Enclosed Exhibits in eviction action: Visiting Nurse of Ridgefield, Inc. vs. The Alliance Foundation, Inc.:

EXHIBIT A: A letter from The Alliance Foundation, Inc. Founder and CEO, Yvonne Liebel to Attorney Herbert Rosenberg, dated June 5, 2002; and a sworn affidavit by Thomas F. Reynolds dated April 28, 2000 admitting to conspiring with other Defendants to issue a draft of a Management Letter by him/his firm that contained inappropriate and misleading information about the Foundation (I later found out that the firm issued a signed letter by Mr. Reynolds, not only a draft as sworn to in the letter. This Management Letter distributed to contributors, almost single handedly destroyed the Alliance Foundation and my personal and professional reputation, as well as the relationship with contributors). Thomas F. Reynolds is

one of two board members of the Visiting Nurse Association of Ridgefield, Inc., the Foundation's landlord, who made the decision to unlawfully evict the Foundation;

EXHIBIT B: A Complaint against the Ridgefield Bank alleging unlawful banking conduct with DTL-USA, Inc.'s funds, a marketing arm of The Alliance Foundation, Inc. The landlord's other board member who participated with Thomas F. Reynolds in the decision to evict the Foundation, Joyce Ligi, is vice president in the Ridgefield Bank;

EXHIBIT C: A letter of agreement amending the lease rent schedule between Helena Nicholas, President of the Visiting Nurse Association of Ridgefield, Inc. and myself confirming receipt of a $5000.00 good faith deposit for the agreement and confirming the break-in and flooding of the Alliance' offices on October 25, 2000 (the break-in occurred a day after Reynolds and Rowella LLP became a Defendant in Alliance's complaint);

EXHIBIT D: A copy of the $5000.00 good faith check dated 8/22/01 I paid on behalf of Alliance for the amended agreement;

EXHIBIT E: A copy of a $1000.00 rent check dated 10/5/01 I paid on behalf of the Foundation for the months of September-December 2001, per letter agreement;

EXHIBIT F: Manufacturers Bank Statement dated 10/31/01 showing cashing of the rent check by the Visiting Nurse Association of Ridgefield, Inc.;

EXHIBIT G: The Notice to Quit for failure to pay rent for the months of September-December 2001 served against The Alliance Foundation, Inc.;

EXHIBIT H: An account of the break-in written by the lead investigator at Discreet Investigations. The investigator did not

direct us to file a police report that day after he received certain instructions on his cell phone, and allowed the Visiting Nurse Assoc. of Ridgefield, Inc.'s clean up man to dry and clean up the offices. Since I was too shaken and had no experience in such matters, I was satisfied with the investigator's written report and directives to go to the police the following day. The next day, two officers of the Ridgefield Police came to Alliance at my request and of course could not confirm the investigator's findings after the clean up. However, Roberta Thomas, Helena Nicholas's assistant and other landlord's personnel were present during the entire ordeal, which accounts for Ms. Helena Nicholas' confirmation of the situation in our letter of agreement;

EXHIBIT I: Copy of transcript from the April 22, 2002 trial hearing in the eviction matter (the attorney representing the Foundation was dismissed by me on March 13, 2002, for withholding and misrepresenting information, but the Judge (Hon. Ginnochio, J.) denied the attorney's motion to withdraw and forced the Foundation to be represented by him at the trial. I did not show up at the trial and filed a protest against the hearing as being unconstitutional. I was concerned that my appearance would validate the attorney's conduct and would put Alliance's defense in jeopardy. At the trial Ms. Nicholas admitted to receiving the money and to the fact it was the board who ordered the eviction, not herself, but the Alliance Attorney failed to enter as an exhibit the most pivotal document against the eviction, the rent check, which clearly indicated on its face the payment of rent for those months. In addition to this fraudulent eviction, the landlord violated several landlord-tenant rules e.g. not giving 15 days notice to tenant with lease before serving an eviction notice; also, Sec. 47a-19 states that once a check is accepted by the landlord it constitutes a waver of the landlord's right to terminate the agreement, etc.;

EXHIBIT J: Defendant's Objection to Plaintiff's Motion to Grant Execution for Immediate Possession dated May 13, 2002;

EXHIBIT K: Defendant's Motion for Review to Appellate/Supreme Court, dated May 14, 2002;

EXHIBIT L: Defendant's Motion for Stay of Execution to Appellate/Supreme Court, dated May 15, 2002;

EXHIBIT M: Two Appellate Court Orders dismissing motions K and L, dated May 15, 2002.

Exhibits in main action: The Alliance Foundation, Inc. et al vs. Eugene Grant et al:

Third Amended Complaint with Exhibits, dated October 24, 2000
Petition for Writ Of Certiorari, filed in July 2001, Docket No. 01-258

Brief History:

Initial complaint was filed in February 2000, only against Defendants Eugene Grant, Robert Nagro and Richard Solomon, due to the attorney preparing the complaint refusal to include the other Defendants. In July 2000, however, Hon. Radcliff, J. cited in Ridgefield Bank; Weil, Gotshal and Manges LLP; David Stone; and Mark Hoenig as new party Defendants. On November 15, 2000, Hon. Hiller J. cited in Ira Millstein; Marvin Jacob and Bridge to Brotherhood, Inc. as new party Defendants

Following several favorable rulings in the Danbury Superior Court for the Alliance Foundation, Inc., on October 12, 2000, the Defendants filed an application to transfer the case to the Stamford Superior Court Complex Litigation Docket (Hon. Tierney, J.). The transfer process and the Stamford Complex Litigation Docket adjudication conduct violated the Foundation's Procedural and Substantive due process to a point where the Foundation filed an

Appeal to the Appellate Court. On the Defendant's motion to dismiss on the basis appeal was interlocutory, in April 2001 the Appellate Court granted the Defendants' motion (Hon. Schaller recused). In July I filed a Petition for Writ of Certiorari on behalf of the Foundation, myself, and other related corporations that are party to the lawsuit, to the United States Supreme Court. Although Cert was denied, Hon. Tierney J. was transferred to the lower Court and the case was transferred from Stamford to Waterbury Superior Court Complex Litigation Docket. Since the transfer of the case in November 2000, legal proceedings were stymied, to the Defendants' advantage. The action(s) are pending motions to consolidate various related actions, and pending this appeal to the United States Supreme Court appealing the eviction and decisions rendered by the Waterbury Superior Court Complex Litigation Docket (Hon. Sheldon, J.). At the core of most of the appeals are violations of The Alliance Foundation's constitutional rights to due process of law, access to the courts, and fair representation, in an attempt to silence it and eventually cause the dismissal of its claims.

Mr. Parrington, enclosed you will find only a few of many documents. I shall make available any documents you deem necessary for the investigation that have not yet been removed by the Defendants. It is best that all communications be mailed to both of the addresses listed above.

I thank you very much for your assistance in this matter.

Yvonne Liebel

Founder and CEO
The Alliance Foundation, Inc.

CC: The Secretary of State of Connecticut
Senator Joseph Lieberman
Mr. Francis Drumm, Chief Clerk, Appellate/Supeme Court
The Alliance Foundation's Contributors **(note: letter was not cc)**

HERBERT F. ROSENBERG
ATTORNEY AT LAW
80 GROVE STREET
RIDGEFIELD, CT 06877

TELEPHONE: (203) 438-5324
FAX: (203) 431-4021

TELEFAX TRANSMISSION

Page 1 of 1 Pages. (If you did not receive all pages, or if you have a question, please call (203) 438-5324. This document is a confidential document intended for the information and use of the addressee named below. If you have received this transmission, and are not the addressee named, kindly notify the sender, and either destroy or return the entire transmission to sender by mail.)

June 7, 2002

Ms. Yvonne Liebel
P.O. Box 1153
Ridgefield, CT 06877

Via US Mail and by fax to (310) 657-2731

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. D.N. SP02-10636 S (Superior Court, GA-3 at Danbury)-Summary Process

Dear Ms. Liebel:

I am in receipt of your letter of June 5th to which I am now responding. Again, as I reminded you when you telephoned my office on June 4th, you were served with an eviction notice in your capacity as statutory agent for service of The Alliance Foundation, inc. by state marshal Sullivan. I have no obligation to provide you with any notice by mail concerning this matter, as you are not a party to the above-captioned proceedings, as agin reaffirmed by the appellate Court of the State of Connecticut. I mailed my letter of May 24th to you as a courtesy, and not as a requirement, and also mailed a copy to Attorney John Williams as counsel of record for The Alliance Foundation, Inc.

It is not my intention to commence a dialogue with you, and I will not do so. Suffice it to say, that while we differ as to your reading of what section 47a-42a of the Connecticut general Statutes require, we are prepared to give you additional time to remove all items of personal property including furniture, supplies and files from the VNA premises. The VNA has stored and safeguarded these items within the former office space of The Alliance Foundation since the execution was served on may 22nd, and an inventory was taken on may 23rd. Notwithstanding the fact that fifteen days from the service of the execution has already expired, VNA has authorized me to advise you that The alliance Foundation, Inc. may have additional period in which it may remove all items.

While the VNA maintains that all cists referred to in my May 24th letter are appropriate, they will not insist that you pay attorney's fees at this time in order to remove all items of personal property. They will, however, require that they be paid all costs directly related to the storage and removal of those items, including locksmith (756.30), state marshal's fees ($250.00) cost of boxes and tape for storage ($140.00), and storage fees of $80.00 per day (based upon the amount of monthly rent The alliance Foundation was to have paid) commencing may 22, 2002 until the date all items are removed. If The Alliance Foundation fails to make such payment (by certified check to the VNA) on or before June 14th, all items will

be moved to another location, and the cost of moving them will also be charged to The Alliance Foundation. If all items are not removed prior to June 22nd, they will be deemed as forfeit pursuant to section 47a-42a of the Connecticut general statutes.

If the Alliance Foundation wishes to remove these items, and not forfeit ownership thereof pursuant to said statute, The alliance foundation may contact ms. Helena Nicholas at the VNA to arrange to have access to the office space at a specific date and time to be agreed upon with the VNA, for the limited purpose of The Alliance Foundation removing all items from the office premises.

Yours truly,
/S/Herbert F. Rosenberg

HFR/hs
Cc: John R. Williams Esq. Via US MAIL and FAX to (203) 776-9494
Cc: Ms. Helena Nicholas (VNA)

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

June 11, 2002

Herbert F. Rosenberg, Esq.
80 Grove Street
Ridgefield, Connecticut 06877
Tel: 203-438-5324

By Fax and Certified Mail 203-431-4021

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. D.N 02-10636 S (Superior Court, GA-3 at Danbury)- Summary Process

Dear Mr. Rosenberg:

I am in receipt of your fax dated Friday, June 7, 2002.

Before I respond to the issues raised in your fax let me first inform you that on Thursday, June 6, 2002, at a meeting in Hartford with the Attorney General's Public Charities Unit, I was shocked to learn that in 1995 our Accountant/CPA, Thomas F. Reynolds, the VNA board member responsible for this eviction, submitted a form to the Attorney General's Public Charities Unit, with my signature and the signature of Mr. Richard Solomon (former treasurer of the Foundation and a Defendant in the lead action), changing the public charitable status of the Alliance Foundation, Inc. without my knowledge and/or consent. This piece of information further supports all allegations made in the Third Amended Complaint filed in the lead action. Mr. Reynolds was well aware of my years of effort to obtain and maintain The Alliance Foundation, Inc.'s public charitable status and this fraudulent and malicious act transcends all professional, moral and legal boundaries. Further, I informed Mr. Parrington at the Attorney General's office of this fraudulent eviction and showed him the Marshal's Execution Notice devoid of date and time for the eviction (see enclosed Complaint Against State Marshal) and explained that your client, the VNA, may have already tampered with Alliance Documents during the unlawful entry to the premises which would hinder any investigation in this matter, relying on an invalid Execution Order served and executed without my knowledge.

I also informed Mr. Parrington that the VNA intends to continue this conduct by charging Alliance unlawful sums to remove their properties after they were tampered with, or the VNA would forfeit the properties/documents. Mr. Parrington received

from me a letter detailing this situation and the expanded litigation; a copy of the Third Amended Complaint; and read the attached sworn affidavit by Mr. Reynolds with regard to his firm's tampering with the Alliance Accounting documents. Mr. Parrington explained that the Attorney General automatically becomes a party to an action in situations involving public funds and planned to take up the matter with the Attorney General as to what causes of actions would be applicable. Mr. Parrington is also well aware of the substantial funds I personally contributed to The Alliance Foundation, Inc. from its establishment in 1990 to date (so does Mr. Reynolds).

It is difficult to put into words the mixture of rage and pain I feel with regard to the liberties your client (s) took with The Alliance Foundation, Inc. and with my own life, abusing a decade of faith, trust and fiduciary responsibilities while destroying a work of a lifetime and while obtaining unequivocal judicial support that brings a first time litigant and an idealist like myself to doubt our sacred institutions. Such incidents have been known throughout mankind's history to have ruined cities, depopulate countries, and disorder world peace. Our country is at war now. These kinds of incidents only weaken this great nation and must be avoided at all costs, and our energies redirected toward a global good in order to strengthen it.

In that vein Mr. Rosenberg, please be advised that whether you or the Connecticut Courts block me in every which way from acting as The Alliance Foundation representative, in the absence of an honest legal representative, the fact remains, I am!! I gave birth to this organization; I sold my home to cover the costs of its establishment between 1990-1993, to the tune of $300,000 (As the most senior member of my team, Mr. Reynolds knows the numbers); I originated breakthrough IRS private-letter-tax-rulings for its future operations over a period of seven years of trials and tribulations (Mr. Reynolds knows that); I spent hundreds of thousands of dollars and the last five years of my life defending its

claims after your clients robbed and destroyed it, to where I now have a $2,000,000 mortgage on my home (Mr. Reynolds knows that too); in short, Mr. Rosenberg, I sacrificed my life and the life of my family for the realization of the Alliance mission of peace. Therefore, whether you like it or not, I am a party to this action and contrary to your statement in the letter, I am the only qualified entity you can carry a dialogue with in this matter. The question of my representation of the corporations I established, due to being denied zealous councel, is paramount in the appeal to the United States Supreme Court.

Notwithstanding the unlawful entry and the illegal manipulation of our properties, for the second time (our offices were broken into on October 25, 2000) there is an automatic stay in this matter until the United States Supreme Court renders its decision. Therefore, I demand that within 72 hours of receipt of this letter, your client(s) shall rearrange our offices to the way they found them and return all documentation to its proper place; that The Alliance Foundation signs shall be replaced after your client(s) have taken them down; that copies of the new keys shall be made for my use; and that within 72 hours from receipt of this letter I shall receive a copy of the inventory list and a letter confirming that this was accomplished and that the offices are ready for inspection and use. Please be advised that if I do not receive such letter within the time indicated above I shall file criminal and civil actions against Ms. Helena Nicholas/and the VNA; Mr. Thomas Reynolds/and Reynolds and Rowella, LLP; and Ms. Joyce Ligi/and the Ridgefield Bank with regard to this and related matters.

I had spent nearly $10,000 and five months defending this vexatious eviction (enclosed is a Washington Mutual Notice of Right to Cancel, dated August 24, 2001, further evidence of the refinance from which I planned to pay VNA. I had to cancel the transaction a couple of days after the Closing as the terms in the contract did not reflect the agreement with the lender and were adverse to me). Any additional aggravation and costs with regard to removing and/or

storing our properties will have to await a United States Supreme Court decision.

Mr. Rosenberg, in my rage and pain I remind myself of my purpose and the purpose of The Alliance Foundation, Inc. an extension of who I am, and try to go beyond Mr. Reynolds and his accomplices' human frailties, that our goals are healing and peace. These 72 hours are giving Mr. Reynolds and his partners at the VNA, the Ridgefield Bank, and elsewhere, a chance to clean up their act and begin the healing process, as I have no desire whatsoever to destroy their lives and their companies as they have destroyed mine (Mr. Reynolds knows that), nor risk our institutions' credibility who are working overtime to silence The Alliance Foundation, Inc. and its related entities in an effort to protect these people/entities, thereby sanctioning their actions.

In Closing: I respectfully request from Mr. Reynolds, Ms. Ligi and Ms. Helena Nicholas to adhere to my request in order to avoid further litigation, and from the institutions who receive a copy of these documents, to insure that non of the Alliance properties/documentations shall be removed from its offices at 90 East Ridge in Ridgefield until the appeal process is concluded or a resolution of this matter has occurred, whichever comes first.

Yours truly,

Yvonne Liebel
Founder and CEO

Enc. Sworn Affidavit/Thomas F. Reynolds
Complaint against a State Marshal
Washington Mutual Notice of Right to Cancel

Cc: The Ridgefield Police Department

Mr. Parrington, Attorney General, Public Charities Unit
Mr. Francis Drumm, Chief Clerk Supreme/Appellate Court
Hon. Ginnochio, J./Robin Smith, Danbury Superior Court
Hon. Sheldon, J., Waterbury Superior Court
Ms. Helena Nicholas, VNA
Mr. Thomas F. Reynolds
John R. Williams, Esq.
Joseph Clasen, Esq. /all counsel of record in the lead action

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State of Connecticut
STATE MARSHAL COMMISSION

Mitchell R. Harris, Esquire
Chairman

Patricia C. Lempicki
Administrative Director

June 11, 2002

I, Barbara-Ann Neznayko, Administrative Assistant hereby state that I received a complaint against Fairfield County State Marshal James E. Sullivan from Yvonne Liebel/The Alliance Foundation, Inc. I also received a copy of a letter addressed to Herbert F. Rosenberg, Esq. From Yvonne Liebel.

Ms. Liebel is insisting that I acknowledge that I have seen an original Summary Process Execution for Possession (Eviction) Nonresidential with the statement stamped "A TRUE COPY, ATTEST JAMES E. SULLIVAN, MARSHAL, STATE OF CONN. FAIRFIELD COUNTY. To the best of my knowledge the original document did not have a date of eviction on it.

/S/ Barbara-Ann Neznayko

State of Connecticut
STATE MARSHAL COMMISSION

Mitchell R. Harris, Esquire
Chairman

Patricia C. Lempicki
Administrative Director

COMPLAINT AGAINST A STATE MARSHAL

MARSHAL'S NAME: JAMES E. SULLIVAN
COMPLAINANT'S NAME AND ADRESS: YVONNE LIEBEL/THE ALLIANCE FOUNDATION, INC. P.O.BOX 1153 RIDGEFIELD, CT 06877/8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
COMPLAINANT'S TELEPHONE NUMBER: 310-435-0769/310-657-2771
DATE OF INCIDENT: UNCERTAIN. SOMETIME BETWEEN 5/13 TO 5/22/02?
NATURE OF COMPLAINT/INQUIREY: MARSHAL SERVED A SUMMARY PROCESS EXECUTION EVICTION WITHOUT A DATE AND TIME AND DID NOT MAKE ANY EFFORTS TO NOTIFY TENANTS. THIS RESULTED IN THE LANDLORD ENTERING THE PREMISSES BEFORE THE TENANT HAD A CHANCE TO INSPECT/REMOVE THEIR PROPERTIS. LANDLORD TOOK INVENTORY OF THEIR ITEMS/PROPERTIES WITH MARSHAL AND POSSIBLY COPIED/REMOVED SOME OF THE TENANTS' BELONGINGS WITHOUT THEIR KNOWLEDGE OR CONSENT. LANDLORD AND ITS BOARD OF DIRECTORS

ARE IN LITIGATION W/TENANT IN OTHER MATTERS AND THIS UNLAWFUL/ILLEGAL ENTRY AND MANIPULATION OF THENANT' PROPERTIES IS DAMAGING TO THE TENANTS' POSITION IN THEIR LITIGATION. FURTHER, THE ATTORNEY FOR THE LANDLORD HAS BEEN SENDING LETTERS TO TENANTS, SETTING HIS OWN DATES, CHARGING UNLAWFUL FEES, AND DEMANDING THAT TENANT CAN ONLY GAIN ENTRY TO SPACE TO REMOVE PROPERTIES. IT APPEARS THAT LANDLORD PACKED TENANT'S BELONGINGS AND STORED THEM WITHIN THE TENANT SPACE.

COMPLAINANT'S SIGNATURE
RETURN THIS FORM TO STATE MARSHAL COMMISSION
765 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06105
TEL.(860)566-7109 FAX. (860)566-3743

State of Connecticut
STATE MARSHAL COMMISSION

Mitchell R. Harris, Esquire
Chairman

Patricia C. Lempicki
Administrative Director

DATE: JUNE 10, 2002
TO: YVONNE LIEBEL/THE ALLIANCE FOUNDATION, INC.
FROM: PATRICIA C. LEMPICKI, ADMINISTRATIVE DIRECTOR
SUBJECT: COMPLAINT AGAINST A STATE MARSHAL

THIS COMPLAINT WAS ORALLY COMMUNICATED, IN PERSON, ON JUNE 6, 2002 TO MS. LEMPICKI, BY YVONNE LIEBEL AT THE HARTFORD OFFICE.

Attached is a "Complaint/Inquiery Against A State Marshal" form. Please complete and return to the State Marshal Commission, 765 Asylum Avenue, Hartford, CT 06105. You may also fax the completed form to the Commission at 860- 566-3743.

ATTACHED TO THE COMPLAINT ARE: 1. COPY OF THE EXECUTION/EVICTION devoid of date and time; 2. copy of a fax letter from landlord's attorney, dated May 24, 2002, setting his own date for eviction; 3. copy of tenants' letter in response, dated June 5, 2002; 4. copy of landlord's attorney's letter dated June 7, 2002; 5. copy of tenants letter in response, dated June 10, 2002. (11 Pages)

THE MARSHAL'S CONDUCT HAS CAUSED CHAOS, MISUNDERSTANDINGS, LEGAL UNCERTAINTIES, VIOLATIONS OF TENANTS' RIGHTS, AND JEOPARDIZED THE TENANTS' LITIGATION AGAINST THE LANDLORD'S BOARD OF DIRECTORS IN OTHER MATTERS. THIS EVICTION AND THE PROCESS BY WHICH IT WAS CONDUCTED IS ON APPEAL TO THE UNITED STATES SUPREME COURT AND IS SUBJECT TO CIVIL AND CRIMINAL CHARGES.

Cc: the Ridgefield Police Department; Attorney General, Public Charities Unit; Mr. Francis Drumm, Chief Clerk Supreme/Appellate Court; Hon. Ginnochio, J., Danbury Superior Court; Hon. Sheldon, J., Waterbury Superior Court, Complex Litigation Docket; Attorney Rosenberg; Thomas F. Reynolds; Helena Nicholas; Attorney Williams; all counsel of record.

Docket No's: (X02) CV-01-0167482 (Waterbury CLD); S.C. 16722; A.C. 22896

THE ALLIANCE FOUNDATION, INC. ET AL.	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
EUGENE GRANT, ET AL.	: MAY 17, 2002

Docket No's: (X02) CV-01-0167556 (Waterbury CLD); S.C. 16723; A.C.22897

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC.	: MAY 17, 2002

Docket No's: (X02) CV-01-0167457 (Waterbury CLD); S.C.16721; A.C.22895

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: (XO2) CV-01-0167458 (Waterbury CLD); S.C.16719; A.C.22894

EUGENE GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: CV 00 0338142 S (Danbury); S.C.16717; A.C.22892

DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: MAY 17, 2002

Docket No.'s: SP02-10636 (Danbury);A.C. 22832; S.C.16718;A.C.22893

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.	: STATE OF CONNECTICUT

VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: MAY 17, 2002

Docket No. CV: 98-0333546-S (Danbury)	
RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
YVONNE LIEBEL	: MAY 17, 2002

APPLICATION FOR CERTIFICATION TO THE CONNECTICUT SUPREME COURT PURSUANT TO GENERAL STATUTE SECTION 51-199 (9) 52-265a; and/or 51-199(2) and/or 51-199(11)

Pursuant to Section 83-1 of Rules of Appellate Procedure, Appellants, The Alliance Foundation, Inc.; Yvonne Liebel; DTL-USA, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc.; (the "Alliance Entities") in the above captioned matters respectfully move this Court for an order granting them this application for review of the questions of law presented before this Court which involve a substantial public interest where a delay may work a substantial injustice.

Incorporated by reference herein are all pleadings filed with the Appellate/Supreme Court since March 5, 2002 in all above captioned matters including but not limited to Motions for Reconsideration filed on April 15, 2002; Motions to Consolidate dated April 15, 2002, May 6, 2002, and May 20, 2002; and all exhibits, transcripts, docket sheets and testimony.

Questions of Law presented before this Court:

1. Why a corporation must be allowed to appear pro se, by an officer and/or director and/or agent of the corporation who

may not be an attorney, to prosecute and defend civil actions, when for any reason whatsoever, zealous counsel cannot be retained and/or obtained to appear on its behalf Pursuant to C.G.S. Section 52-73 and contrary to G.S. 51-88A.

2. Why pretrial managerial judging in Complex Litigation Dockets violate due process of law (the Fourteenth Amendment of the United States Constitution) when the Courts depart from state adjudication standards without a well-publicized body of rules and procedures that is accessible to all litigants.

Substantial Public Interest Involved:

As a result of the Trial Courts' denials to let the corporations in the above captioned matters represent themselves pro se by their Founder/Officer/CEO/Agent, Yvonne Liebel, in order to prosecute and defend their claims in these civil actions, the corporations remained without any representation whatsoever. Following five years of an overwhelming effort and financial expenditure by the Appellants/Alliance Entities, in pursuit of zealous counsel, the corporations were unable to obtain such counsel to represent their interests. All other attempts to be represented e.g. through countless pleas to the Courts to intervene in the mater, or through properly filed motions by the corporations' Founder and CEO to appear on their behalf and/or to join as a defendant (to intervene) and/or to consolidate related actions to which she was a party, failed. The Courts denials relied on G.S. Section 51-88A, contrary to G.S. Section 52-73.

This continuous denial by the Waterbury Superior Court Complex Litigation Docket (Sheldon, J.), which simply failed to rule on motions to consolidate related actions since September 2001, and turned a deaf ear to the Appellants' cries for help to assist in obtaining zealous counsel; and the Danbury Superior Court (Hon. Ginnochio, J.) which forced the Appellants to be represented by a counsel they dismissed; subjected the corporations (one of which is a 501 (c)(3)) and their founder, to whom these corporations and

their purpose are an extension of herself, to severe violations of their rights to due process, access to the courts, fair representation and equal rights under the law as guaranteed to them under the First, Sixth and Fourteenth Amendments of the United States Constitution.

The tangible ramifications of these violations include but are not limited to: A Trial Court Execution Order dated May 13, 2002, unlawfully evicting the corporations from their premises, (Danbury Superior Court, Hon. Ginnocchio, J.) (See Exhibit A, Execution Order); Two Appellate Court Orders dismissing the Alliance Entities' appeals of said Execution Order, signed by their Founder and CEO (See Exhibit B, dismissals of a Motion For Review and a Motion for Stay of Execution, dated May 15, 2002); Dismissal of appeals by the Waterbury Superior Court Complex Litigation Docket on Order from the Appellate Court (See Exhibit C, Appellate Court order to Waterbury Superior Court Complex Litigation Docket) and (See Exhibit D, Court Orders dated April 26, 2002 rendered by the Waterbury Superior Court Complex Litigation Docket (Sheldon, J.); A scheduled Appellate Court hearing on dismissal of appeal in the DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank matter, scheduled for June 5, 2002 (See Exhibit E, Appellate Court Eighth Term May/June 2002 schedule) raising a moot question more specifically described below; And the potential for dismissal of all the corporations significant claims in all actions at the Waterbury Superior Court Complex Litigation Docket (Hon. Sheldon, J.), a Court that proved bias in favor of opposing parties, and which departs from Court adjudication standards without a well-publicized body of rules and procedures that is accessible to every litigant (as Exhibited in the Cert. Filed in July 2001, Docket No. 01-258 and filed as an Exhibit with this Court on May 6, 2002).

<u>Discussion why the Appellate Court hearing scheduled for June 5, 2002 is moot and inappropriate:</u>

1. The question of law raised in the Appellate Court's pamphlet rests on the premise that Appellants filed an interlocutory appeal to the Appellate Court. This is an error. On March 26 and 28, 2002 (the March 28 date is disputed by the Appellants as March 21, 2002), the Appellants filed appeals to the Supreme Court Pursuant to C.G.S Section 52-265a, in all the above captioned matters, where appeals from non-final decisions are permissible. Pursuant to P.B. Section 63-3 the Courts procedurally erred, and on the basis of that error, the Chief Justice denied the appeal in one of the actions, the eviction matter entitled The Visiting Nurse Association of Ridgefield, Inc. vs. The Alliance Foundation, Inc. On the basis of the Chief Justice decision in the eviction matter, the Appellate/supreme Court Chief Clerk transferred all five remaining appeals to the Appellate Court, citing lack of jurisdiction, although the Chief Justice did not render any decision in the remaining cases as he did in the eviction matter. Specifics on the issue were discussed in great detail in numerous pleadings filed by the Appellants, including the Appellants' Motions for Reconsideration and their Motions for Consolidation filed in all actions on April 12 and 15, 2002; May 6, 2002, and the Motion to Consolidate dated May 17, 2002 appended hereto and incorporated by reference herein.

2. Further, the Court ordered Attorney Joyce Morin to appear at the hearing on behalf of the Corporation DTL-USA, Inc. This is an outrage. Attorney Joyce Morin had resigned from representation of all the Alliance Entities in June 2001. Attorney Morin had no communications with the Alliance Entities since then. Attorney Morin's Motion to Withdraw Appearance was granted in November 2001 by the Waterbury Superior Court Complex Litigation Docket (Hon. Sheldon, J.) about two months after the cases were transferred from Stamford Superior Court Complex Litigation Docket, which Motion was approved in writing by the Alliance Entities, with regard to all matters, and submitted to the Waterbury Superior Court (Sheldon, J.) on November 16, 2001. Therefore Attorney Morin should have been removed from the Court record and should have not been ordered to participate in said hearing. In any event,

Attorney Morin is absolutely not authorized to represent any of the Alliance Entities in any matter whatsoever!

3. Notwithstanding the above Courts procedural errors, and errors in Court records, Motions for Reconsideration and Motions to Consolidate all actions are still pending in this matter(s). Rulings on these motions, prior to any hearing is mandatory in order to give credence to the hearing on the questions of law presented on the schedule. Therefore, the hearing scheduled on June 5, 2002, should be withheld until rulings are rendered on these motions. Otherwise, Appellants vehemently object to the hearing and will request a review of the proceeding.

4. Appellants, respectfully, are very disturbed by this hearing and its subject matter, which completely ignores the Appellants' numerous pleadings addressing the Courts' errors and requesting reconsideration and consolidation of these matters. These procedural errors made from the outset of these appeals caused an error throughout the appeal process and impact all decisions rendered by both trial courts in all matters. A decision in favor of the Appellants/Alliance Entities on the properly filed motions for reconsideration and the motions to consolidate would reverse all decisions made by the trial Courts in all matters.

A delay would work substantial injustice:

A delay would cause an Execution of an unlawful eviction of the corporations, whose numerous appeals have been unreasonably dismissed or dismissed in error, and which eviction would interrupt discovery and other critical legal proceedings in related significant matters in favor of the opposing parties. Both the eviction and the effect it would have on related actions would work substantial injustice. When a public charity is no longer able to fulfill the mission for which it was established, than a substantial public interest is at stake and delay would work a substantial injustice. When any entity's constitutional rights are violated under

the First, Sixth, and Fourteenth Amendments, a substantial public interest is involved and delay would work substantial injustice. When any litigant is forcefully silenced through expert technical maneuvers of Court rules and procedures exploiting pro se litigants' disadvantages than the Constitution of the United States of America is at stake and with it the rights of every single individual and entity that form the basis for its existence.

In Conclusion:

The appeals filed by the Alliance Entities in the above captioned matters stem from a single significant core issue, the corporations are being denied their right to represent and defend their claims through various legal and procedural road blocks set by the opposing parties and sanctioned by the Courts. These road blocks began on October 12, 2000, when the Defendants in the lead action, The Alliance Foundation Inc. et al vs. Eugene Grant et al. filed an application to transfer the action from the Danbury Superior Court where proper venue lies to the Stamford Superior Court Complex Litigation Docket.

The transfer by the Court violated the Appellants Procedural and Substantive due process rights and Appellants appealed the decision to the Connecticut Appellate and Supreme Courts and to the United States Supreme Court. During a year of appeal process the action (s) came to a dead stop. Finally, in September/October 2001 the case(s) were transferred to the Waterbury Superior Court Complex Litigation Docket (Hon. Sheldon, J.). During the next nine months Hon. Sheldon, J. didn't rule on any of the pending motions or advance the litigation any. On the contrary, the Defendants and the Court, including the Appellate/Supreme Court were preoccupied with how to dismiss the corporations and their claims from the actions, for not having counsel, while on guard insuring that the corporations' Founder and CEO will remain barred from appearing on their behalf.

In the accumulative twenty months of dormancy the Alliance Entities suffered many setbacks as more specifically described in the Petition for Writ of Certiorari filed in July 2001 and the "Motion to Appear" filed in February 2002, including the depletion of their limited resources. Further delays in permitting Appellant Yvonne Liebel to represent her corporations and keeping the case(s) in the Waterbury Superior Court Complex Litigation Docket will further diminish the Alliance Entities ability to defend their claims. Twenty months of delayed justice have caused immeasurable and perhaps irreparable damage to this litigation. However, further delays could prove fatal.

Therefore, In the interest of justice and judicial economy, The Alliance Entities respectfully move this Court to grant them this Application for Certification in order to finalize, once and for all the question of corporate representation; consolidation of related actions; the Court of proper venue; the appeal of the Execution Order in the eviction matter (hon. Ginnocchio, J., May 13, 2002); the orders to dismiss appeal (Hon. Sheldon, J. April 26, 2002); and to finally put this litigation back on track, adjudicating on the merit of the issues.

THE APPELLANTS
THE ALLIANCE ENTITIES

BY_____
/S/YVONNE LIEBEL, Their Representative
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ORDER

The forgoing Application having been heard, it is hereby ordered:

Granted/Denied

_____
The Court

CERTIFICATION: Standard form.

(See Exhibit B, Petition for Writ of Certiorari No. 01-258, July 2001)

(2) THE SUBSTANTIAL PUBLIC INTEREST THAT IS ALLEGED TO BE INVOLVED:

Brief History: In 1990, Appellant, Yvonne Liebel, established The Alliance Foundation, Inc. (Alliance). Alliance is dedicated to world peace through economic development and cooperation. It is built on the proposition that the growth of small companies in developing societies can build bridges between people and nations. In 1991 and in 1996 The Alliance' Founder and CEO, Ms. Liebel, originated two significant breakthrough IRS private-letter- tax-rulings for the Foundation: the first, established it's designation as a 501(c) (3) organization, and the second, was to serve as a financial instrument through which the Alliance would fund and implement its mission. Both rulings complimented each other, and the existence of both was necessary to accomplish the Foundation's operational and ideological objectives. Between 1990 and 1998, Alliance was assisted, on a pro bono basis, by the New York based law firm, Weil, Gotshal and Manges, LLP (WGM) to obtain said IRS rulings, and was promised by WGM, both verbally and contractually, to assist in the preparation of its Initial Public/Private Offerings and secure the cooperation and

participation of PricewaterhouseCoopers, LLP, once the IRS approved its second ruling. The law firm obtained a power of attorney from Ms. Liebel in 1990, and some of its principals/partners served on its board of trustees from 1990-1998.

In mid 1995, approximately six months after Ms. Liebel shared her idea for the second IRS private-letter-ruling with certain partners at WGM, with whom she had continuous working relations on behalf of Alliance, certain internal problems with personnel began to emerge at Alliance including a covert struggle by certain members of the Alliance Finance Committee for control of its Board of Directors. In the course of the next 18-24 months the problems extended to Alliance' board of directors, its staff, its operations, and its contributors. By early1997, one week after Alliance received its long awaited IRS ruling ready to prepare and implement its financial instruments, its infrastructure and contributor base collapsed. Ms. Liebel, was astonished and bewildered at once, as this after all was Alliance' finest hour, lead by a lifetime vision of peace for a world in turmoil. All proposed or imagined explanations failed to address the situation. During the collapse process WGM and Pricewaterhousecoopers, continued to work with Alliance on the preparation of its Offering. The process, however, was slow and mired with problems, unlike the superb quality of relationship Alliance had experienced with WGM in the past years. By May 1998, the relationship between Alliance and the WGM/Pricewaterhouse team ceased, without ever carrying out Alliance's funding objectives.

Only in October 1998, Ms. Liebel discovered that approx. one week after Alliance received its coveted second IRS private-letter-tax-ruling, senior principals at WGM immediately established a new New-York corporation, Bridge to Brotherhood, Inc., and shortly thereafter they filed an IRS 501(c)(3) application for a public charitable designation for their new charity, replacing Alliance and its mission by taking over its rulings; assets; infrastructure; its partners; and its contributors, causing its demise. WGM was now

holding gala events on behalf of Bridge to Brotherhood, Inc. and advertising their firm's charitable endeavors on behalf of humanity on the Internet further marketing their law firm's image to advance their business interests.

Any conventional efforts by the Alliance Entities to secure zealous legal counsel to represent their claims between 1997 and 1999 were met with total and absolute failure. Only in February 2000, through a covert operation and the hiring of an-in-house, out-of-state-counsel, Alliance was finally able to file two actions in the matter, at the Danbury Superior Court. In-house counsel, however, was only agreeable to file one action against the Alliance Chairman, Treasurer, and VP operations in February 2000, and the other against the Ridgefield Bank in December 1999. In-house counsel refused to include WGM in the lawsuit fearing he would "never work as a lawyer after this case". Alliance had to retain new in-house counsel. In July, 2000, on a Motion to Cite in New Party Defendants and a Memorandum of Law/w. evidence, Hon. Radcliff, J. cited in certain members of the WGM team and the Ridgefield Bank (which was now a defendant in two actions). On November 15, 2000, Hon. Hiller J. cited in certain other principals of WGM and Bridge to Brotherhood, Inc. as new party Defendants in the matter (See Exhibit G, Third Amended Complaint, dated October 24, 2000.)

Following these and certain other favorable rulings for the Alliance Entities, the Defendants, filed an application to transfer the case to Stamford Superior Court, Complex Litigation Docket (CLD). The Alliance Entities vehemently objected to the transfer but the Stamford CLD, to which final decision was assigned, denied the objection. The Alliance Entities appealed the decision to the Appellate Court, but the Appellate/Supreme Court denied the appeal by granting the Defendants' Motion to Dismiss, on the grounds the appeal was interlocutory (Hon. Schaller J. recused).

Throughout the process the Alliance Entities had to hire additional part time in-house counsel as they were experiencing overwhelming problems with any and all of their attorneys e.g. withholding information; misleading information; unavailability; pretence of ignorance of the law; pretence of incompetence; loss of documents; unexpected resignations; any and all forms of sabotage. The Alliance Entities had asked the Danbury Superior Court (Adams, J.) to intervene, but the case was transferred from his Court to Stamford's CLD. The Appellants asked the Stamford CLD to intervene, but the Court (Tierney, J.) rejected the idea. In July 2001, the Alliance Entities filed a Petition for Writ of Certiorari to the United States Supreme Court, on a pro se basis, as there was no counsel to represent them or even sign their Petition.

In their Cert, the Alliance Entities raised the question of denied counsel and the Appellate Court's decision to grant the Defendants' motion to dismiss appeal on the basis it was interlocutory forcing the transfer to Stamford's CLD against the Appellants' will. The Alliance Entities argued that the process by which the Alliance Entities' transfer was implemented violated the Appellants' Substantive and Procedural due process of law. The Third and final question raised was with regard to the Complex Litigation Docket and its departure from state adjudication standards without a well-publicized body of rules and procedures that is accessible to all litigants which subjected these litigants to violations of their due process rights. Appellants quoted Hon. Judge Schaller's published opinion and other authorities in the matter.

Although the Alliance Entities were denied their Cert, in September 2001, their case was transferred from the Stamford CLD (Tierney, J.), a move they viewed very favorably. However, the case was transferred to yet another CLD, the Waterbury Superior Court's CLD (Sheldon, J.) instead of back to the Danbury Superior Court where the case was originally filed; where proper venue lies; where clear-cut Connecticut Rules of Court apply; and where the Alliance Entities are located.

Since the case was transferred to the Waterbury CLD (Hon. Sheldon J.) seven months ago the Court made no decisions whatsoever with regard to the case, although there were pending motions to consolidate all related matters, one of which is still pending in the Danbury Superior Court (the Ridgefield Bank matter). This caused the case to continue to languish. The only decisions rendered by the Court during this period were decisions that continued to deprive the Alliance Entities of their constitutional rights to be heard under the First, Sixth, and Fourteenth Amendments, e.g. granting their counsel's Joyce Morin's Motion to Withdraw (with the Appellants' approval); Denying the Appellants' Motion to Join Yvonne Liebel as a Defendant in three fraudulent actions brought by the lead Defendant, Eugene Grant, against the corporations alone shortly after the case was transferred to the Stamford CLD; deny the Alliance Entities' Motion to Appear; withhold consolidation of all related cases; and grant the Defendants' "Motion to Dismiss/Default appeals or in the Alternative Terminate Stay", on the basis they were interlocutory, frivolous and intended to delay proceedings (for not producing counsel on the date ordered by the Court).

Further, during the seven months since the CLD received the files, the Alliance Entities made countless pleas to the Court to intervene in the issue of counsel and assist them in obtaining and maintaining such counsel as they have exhausted their efforts and financial resources trying, unsuccessfully, to retain such counsel, but the Court was silent month after month after month, ignoring their cries for help. These delays, absent of legal advice and proceedings were and continue to be detrimental to the Alliance Entities and to adjudication results, while clearly advancing the Defendants' unlawful objectives to seal the lead on the Alliance Entities and their mission.

Docket No: (X02) CV-01-0167482 (Waterbury CLD); S.C. 16722; A.C. 22896

THE ALLIANCE FOUNDATION, INC. ET AL.	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
EUGENE GRANT, ET AL.	: MAY 17, 2002

Docket No: (X02) CV-01-0167556 (Waterbury CLD); S.C. 16723; A.C.22897

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC.	: MAY 17, 2002

Docket No: (X02) CV-01-0167457 (Waterbury CLD); S.C.16721;A.C.22895

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No: (XO2) CV-01-0167458 (Waterbury CLD); S.C.16719, A.C.22894

EUGENE GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No: CV 00 0338142 S (Danbury); S.C.16717; A.C.22892

DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: MAY 17, 2002

Docket No: SP02-10636 (Danbury);A.C. 22832; S.C.16718;A.C.22893

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: MAY 17, 2002

Docket No.: CV: 98-0333546-S (Danbury)

RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
YVONNE LIEBEL	: MAY 17, 2002

MOTION TO CONSOLIDATE ABOVE CAPTIONED ACTIONS/APPEALS IN ADDITION TO AND INCORPORATED BY REFERENCE HEREIN WITH MOTIONS TO CONSOLIDATE FILED IN THIS COURT ON APRIL 15, 2002 AND MAY 6, 2002.

Pursuant to Section 61-7(b)(1)(2) of Rules of Appellate Procedures and Pursuant to Practice Book Section 9-5(a) the Appellants, The Alliance Foundation, Inc.; Yvonne Liebel; DTL-USA, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc ; (the "Alliance Entities") in the above captioned matters respectfully move this Court for an order consolidating all pending Appellate/Supreme Court appeals captioned above with the case captioned above entitled: Rene Heinecke vs. Yvonne Liebel. All cases arise out of the same fact-pattern, share common parties and consolidation would provide for complete determination of the issues as exhibited in previous motions to consolidate and by exhibits and testimony more specifically described below.

In addition to the foregoing reasons for consolidation, the Appellants, the Alliance Entities, reiterate that as a result of the collective unlawful actions of the Defendants: Eugene Grant; Robert Nagro; Richard Solomon; Ridgefield Bank; Reynolds and Rowella LLP; Weil, Gotshal and Manges LLP: Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; Bridge to Brotherhhod, Inc.; and PricewaterhouseCoopers/Kesselman and Kesselman LLP, they are in an extremely fragile financial, administrative and physical condition in addition to their inability to secure counsel to represent their claims. Therefore, The Alliance Entities are greatly overwhelmed by the management of seven related actions on a separate basis subject to unnecessary repetitions, costs, confusion, and error as described in earlier motions. For the forgoing reasons, and for judicial economy, the Alliance Entities respectfully request that all above matters be consolidated.

Brief Legal History is provided in App. C of Petition.

Legal Grounds and in conclusion:

For the forgoing reasons, for judicial economy and pursuant to Section 61-7(b)(1)(2) of Rules of Appellate Procedures and Practice Book Section 9-5(a), the Appellants, the Alliance Entities" in the above captioned matters respectfully move this Court for an order consolidating all pending Appellate/Supreme Court appeals/actions captioned above with the Rene Heinecke vs. Yvonne Liebel matter. All cases arise out of the same fact-pattern, share common parties and consolidation would provide for complete determination of the issues as exhibited in previous motions to consolidate and by exhibits and testimony appended hereto. Therefore, the Appellants respectfully request that consolidation be granted so that justice can be served. A Memorandum of Law is Appended hereto and incorporated by reference herein.

THE APPELLANTS
THE ALLIANCE ENTITIES

BY_____

YVONNE LIEBEL, Their Representative
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8913 Olimpic Blvd. Beverly Hills, CA 90211
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ORDER

The forgoing motion having been heard, it is hereby ordered:
Granted/Denied

_____
The Court

CERTIFICATION: Standard form

Docket No's: (X02) CV-01-0167482 (Waterbury CLD); S.C. 16722; A.C. 22896

THE ALLIANCE FOUNDATION, INC. ET AL.	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
EUGENE GRANT, ET AL.	: MAY 17, 2002

Docket No's: (X02) CV-01-0167556 (Waterbury CLD); S.C. 16723; A.C.22897

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC.	: MAY 17, 2002

Docket No's: (X02) CV-01-0167457 (Waterbury CLD); S.C.16721; A.C.22895

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: (XO2) CV-01-0167458 (Waterbury CLD); S.C.16719; A.C.22894

EUGENE GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: CV 00 0338142 S (Danbury); S.C.16717; A.C.22892	
DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: MAY 17, 2002

Docket No.'s: SP02-10636 (Danbury);A.C. 22832; S.C.16718;A.C.22893	
VISITING NURSE ASSOCIATION OF	: STATE OF CONNECTICUT
RIDGEFIELD, INC.	:
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: MAY 17, 2002

Docket No. CV: 98-0333546-S (Danbury)	
RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
YVONNE LIEBEL	: MAY 17, 2002

MEMORANDUM OF LAW

The Appellants, The Alliance Foundation, Inc.; Yvonne Liebel; DTL-USA, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc.; (the "Alliance Entities") in the above captioned matters have filed a Motion to Consolidate the above captioned actions with an existing action entitled Rene Heinecke vs. Yvonne Liebel (at the Danbury Superior Court at Danbury) Docket No.CV98-0333546-S.

Appellant, Yvonne Liebel is a Plaintiff in the existing action of The Alliance Foundation, Inc. et al vs. Eugene Grant et al; a Defendant in the Rene Heinecke vs. Yvonne Liebel; and an interested party in the remaining above captioned matters. Yvonne Liebel is common to all actions. All cases stem from a common fact pattern involving Yvonne Liebel and the conspiracy to destroy the Alliance Entities through numerous unlawful acts including the filing of a fraudulent, frivolous and malicious lawsuits as more

specifically described in the Motion to Consolidate appended hereto and incorporated by reference herein. Said violations by the Defendants in the main action of The Alliance Foundation, Inc. et al. vs. Eugene Grant et al. and Rene Heinecke, furthers the goals and objectives of the conspiracy to destroy the Alliance Entities. All cases involve common issues of both law and fact. The consolidation of these matters would serve to avoid the unnecessary cost and delay associated with litigating these matters separately, and facilitate the best interests of the parties and judicial economy.

Discussion:

Practice Book Section 9-5 provides for the consolidation of actions when they should be tried together. Courts have inherent authority to consolidate different pending cases when the circumstances authorize such course, ***Rode V. Adley Express Co. 139 Conn***. 274, 277, 33, A2d, 329 (1943). The procedure of trying two closely related actions together, " which has long been the established practice in this state assists in expediting business without doing anyone an injustice. ***Clarke, et al v. Ochart,*** WL 119765 (Conn. Super.) (1993). Therefore, it is within the sound discretion of this Court to grant this motion to consolidate.

The various factors used by the Courts to examine whether two cases should be consolidated include: i) whether the cases arise out of the same transaction or fact pattern, ii) are the same parties involved, iii) does it serve the interest of judicial economy to consolidate, and iv) does it prejudice the rights of the Defendants ***Groth, et al v. Redmond,*** et al 24 Conn. Sup. 467, 469, 194 A2d 531 (1962). In ***Groth*** the court took all of these factors into consideration before ordering the consolidation. "The public has an interest in the prevention of unnecessary litigation, both because of the burden it places on the state and the resulting crowding of the dockets of the courts." ***Id.***

All of the factors enunciated in ***Groth*** clearly militate in favor of consolidation of said cases pending before the Courts. The present actions arise out of the same facts, making all actions complimentary. The Defendant, Yvonne Liebel, is a Plaintiff and interested party in all actions and judicial economy is best served by consolidation.

Conclusion:

The Appellants' Motion to Consolidate should be granted.

THE APPELLANTS
THE ALLIANCE ENTITIES
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Docket No's: (X02) CV-01-0167482 (Waterbury CLD); S.C. 16722; A.C. 2896
THE ALLIANCE FOUNDATION, INC. : STATE OF CONNECTICUT
ET AL.VS. : SUPREME COURT
EUGENE GRANT, ET AL. : MAY 17, 2002

Docket No's: (X02) CV-01-0167556 (Waterbury CLD); S.C. 16723;
A.C.22897
EUGENE M. GRANT : STATE OF CONNECTICUT
VS. : SUPREME COURT
THE ALLIANCE FOUNDATION, INC. : MAY 17, 2002

Docket No's: (X02) CV-01-0167457 (Waterbury CLD); S.C.16721; A.C.22895

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: (XO2) CV-01-0167458 (Waterbury CLD); S.C.16719; A.C.22894

EUGENE GRANT	: STATE OF CONNECTICUT
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ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: CV 00 0338142 S (Danbury); S.C.16717; A.C.22892

DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: MAY 17, 2002

Docket No.'s: SP02-10636 (Danbury);A.C. 22832; S.C.16718;A.C.22893

VISITING NURSE ASSOCIATION OF	: STATE OF CONNECTICUT
RIDGEFIELD, INC.	:
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: MAY 17, 2002

Docket No. CV: 98-0333546-S (Danbury)

RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
YVONNE LIEBEL	: MAY 17, 2002

DOCKETING STATEMENT

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Yvonne Liebel; Alliance Capital, Inc. Address 2. 8913 Olimpic Blvd; Beverly Hills, CA 90211
Alliance International Development Corp.; Dtl-USA, Inc.; General Homes, Inc.
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

II. CASE NAMES AND DOCKET NUMBERS OF ALL PENDING APPEALS WHICH ARISE FROM SUBSTANTIALLY THE SAME CONTRAVERSY AS THIS OR INVOLVE CLOSELY RELATED ISSUES:

(Petitioner's Note: See Appendix C herein, at Page 102 a.

III. EXHIBITS IN TRIAL COURT

All exhibits mentioned in this document and misc. others.

IV. INCARCARATION STATUS OF APPELLANT

Not applicable

THE APPELLANTS, THE ALLIANCE ENTITIES

BY_____
YVONNE LIEBEL, their representative

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CERTIFICATION: Standard frm.

Docket No's: (X02) CV-01-0167482 (Waterbury CLD); S.C. 16722; A.C. 2896
THE ALLIANCE FOUNDATION, INC. : STATE OF CONNECTICUT
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Docket No's: (X02) CV-01-0167556 (Waterbury CLD); S.C. 16723;
A.C.22897
EUGENE M. GRANT : STATE OF CONNECTICUT
VS. : SUPREME COURT
THE ALLIANCE FOUNDATION, INC. : MAY 17, 2002

Docket No's: (X02) CV-01-0167457 (Waterbury CLD); S.C.16721;
A.C.22895
EUGENE M. GRANT : STATE OF CONNECTICUT
VS. : SUPREME COURT
ALLIANCE CAPITAL, INC. : MAY 17, 2002

Docket No's: (XO2) CV-01-0167458 (Waterbury CLD); S.C.16719; A.C.22894

EUGENE GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: CV 00 0338142 S (Danbury); S.C.16717; A.C.22892

DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: MAY 17, 2002

Docket No.'s: SP02-10636 (Danbury);A.C. 22832; S.C.16718;A.C.22893

VISITING NURSE ASSOCIATION OF	: STATE OF CONNECTICUT
RIDGEFIELD, INC.	:
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: MAY 17, 2002

Docket No. CV: 98-0333546-S (Danbury)

RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
YVONNE LIEBEL	: MAY 17, 2002

PRELIMINARY DESIGNATION OF PLEADINGS

The following preliminary pleadings should be included in the Record on Appeal:

1. Appeal-Civil Form JD-SC-28 Rev. 2-99 to the Supreme Court of the State of Connecticut, dated 5/15/02;
2. Preliminary Statement of The Issues for Preargument Conference;
3. Preliminary Designation of Pleadings;
4. Motion to Consolidate appeal with pending actions/appeals;
5. Defendant's Plea to the Connecticut Supreme Court to Intervene;

6. Transcripts/Court Orders dated: 4/26/02;4/24/02;4/22/02;3/25/02;3/18/02;3/12/02;3/4/02
7. Docketing Statement; Statement for Preargument Conference; Docket sheets;
8. Mr. Thomas F. Reynolds of Reynolds and Rowella, LLP, sworn affidavit dated 4/28/00; conspiring with Defendants in related actions, causing the Alliance Foundation, Inc.'s demise;
9. Defendant's dismissal letter to attorney John R. Williams dated 3/13/02; and Attorney Williams Response on 3/13/02; Misleading Motion to Withdraw Appearance; Court Order denying motion to withdraw (Ginocchio, J.) dated 3/25/02;
10. Defendant's " Protest Against Eviction Trial Hearing on 4/22/02, Conducted by Hon. Ginocchio, J., and, Attorney John Williams as Unconstitutional" dated April 22, 2002;
11. Court Notice for Eviction Trial Hearing, dated 3/25/02;
12. Last ditch effort from 4/24- 4/26/02 to get an Attorney. Attorney only willing to accompany, not to represent Yvonne Liebel to hearing on 4/24/02 at Waterbury CLD, for $2,000. Paid $2000 prior to the hearing. Attorney agreeable to limited representation only after Alliance Entities paid him additional $18,000 by Certified Check, on the morning of 4/26/02, the Appeal due date. Attached are the two proposed contracts;
13. Attorney John Williams' fax statement after the trial, dated April 22, 2002;
14. Ginoccio, J, Judgment Order dated April 22, 2002;
15. Motions to Appear, by The Alliance Entities (attached: the Margaret Maunder Associates, Inc. v. A-Copy, Inc., Supra, 40 Conn. Supp. 361, 499 A.2d)
16. 3 Court Orders denying "Motion to Appear"; 1 Court Order denying "Motion for Joinder of New Defendant "(Sheldon, J.);
17. "Motion to Enter Default or in the Alternative to terminate Stay" filed by Defendant Eugene Grant on 4/9/02, and his

"Motion to Dismiss Appeal" filed on 4/10/02, applicable to Alliance Entities;

18. "Plaintiffs' Objection to Defendants' Motion to enter Default or in the Alternative to Terminate Stay" read by Plaintiff at 4/24/02 CLD hearing;
19. 4 Court Orders granting Defendants' "Motion to Enter Default" dated 3/26/02 (Sheldon, J.);
20. Trial Court Exhibits and The "Alliance Attorney Saga" dated 1/08/02
21. Petition for Writ of Certiorari Docket No. 01-258; Third Amended Complaint;
22. Addendum to Appeal dated April 26,2002 pursuant to C.G.S 51-199(11) dated 5/13/02;
23. Appearance by Yvonne Liebel (in addition to Williams) dated 5/13/02;
24. Defendant's "Motion for Review" (Ginnochio, J) granting Plaintiff's "Motion to Grant Execution" and Execution Order, dated 5/14/02;
25. Defendant's "Motion for Stay of Execution" to Appellate Court, dated 5/15/02;
26. Defendant's Memorandum of Law in Support of "Motion for Nonsuit" in the case of Rene Heinecke vs. Yvonne Liebel.

THE APPELLANTS, THE ALLIANCE ENTITIES
BY_____

S/YVONNE LIEBEL, their Representative
P.O. Box 1153, Ridgefield, CT 06877 and
8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

CERTIFICATION: Standard form

Docket No's: (X02) CV-01-0167482 (Waterbury CLD); S.C. 16722; A.C. 2896
THE ALLIANCE FOUNDATION, INC. : STATE OF CONNECTICUT
ET AL.VS. : SUPREME COURT
EUGENE GRANT, ET AL. : MAY 17, 2002

Docket No's: (X02) CV-01-0167556 (Waterbury CLD); S.C. 16723; A.C.22897

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC.	: MAY 17, 2002

Docket No's: (X02) CV-01-0167457 (Waterbury CLD); S.C.16721; A.C.22895

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: (XO2) CV-01-0167458 (Waterbury CLD); S.C.16719; A.C.22894

EUGENE GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: CV 00 0338142 S (Danbury); S.C.16717; A.C.22892

DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: MAY 17, 2002

Docket No.'s: SP02-10636 (Danbury);A.C. 22832; S.C.16718;A.C.22893

VISITING NURSE ASSOCIATION OF	: STATE OF CONNECTICUT
RIDGEFIELD, INC.	:
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: MAY 17, 2002

Docket No. CV: 98-0333546-S (Danbury)

RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
YVONNE LIEBEL	: MAY 17, 2002

PRELIMINARY STATEMENT OF THE ISSUES FOR PREARGUMENT CONFERENCE

1. STATEMENT OF ISSUES

1. A corporation must be allowed to appear pro se, by an officer and/or director of the corporation who may not be an attorney, to prosecute and defend civil actions, when, for any reason whatsoever, zealous counsel cannot be retained/obtained to appear on its behalf.
2. Pretrial managerial judging in Complex Litigation Dockets violate due process when the courts depart from state adjudication standards without a well-publicized body of rules and procedures that is accessible to all litigants.
3. An Appeal Court may not dismiss an appeal of an execution judgment/order in an eviction matter without articulation and the opportunity to amend appeal.

2. WOULD YOU BE WILLING TO WAIVE ORAL ARGUMENT IN THIS CASE?

No. For the better part of this litigation(s), the Courts have denied the Alliance Entities their constitutional rights as guaranteed to them under the First, Sixth, and Fourteenth Amendments of the United States Constitution, thereby, causing irreparable damage to their claims, their missions, and to future adjudication results. An oral argument will better present to the Court the methodology by which this denial was carried out, its effect on the current state of this litigation and the relief sought by the Alliance Entities to restore their rights and put their actions back on track.

THE APPELLANTS, THE ALLIANCE ENTITIES

BY_____

YVONNE LIEBEL, their representative
P.O. Box 1153, Ridgefield, CT 06877 and
8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

CERTIFICATION: Standard form.

ATTACHMENT TO APPEAL-CIVIL FORM JD-SC-28 Rev.2-99
APPELLANTS' STATEMENT: APPEAL(S) FILED ON APRIL 26, 2002 IS INCORPORATED BY REFERENCE HEREIN, INCLUDING ALL EXHIBITS AND TESTIMONY

(Petitioner's Comment: Attached were names and case summaries of all cases as in Appendix C, herein at Page 102a).

APPENDIX F – Corporate Shareholders and other Agreements with Eugene M. Grant

SHAREHOLDER AGREEMENT

AGREEMENT, made this 21st day of December, 1995, among **YVONNE LIEBEL** of Ridgefield, Connecticut and **EUGENE M. GRANT** of Mamaroneck, New York, hereinafter called "Shareholder" or collectively as "Shareholders", and by the singular pronoun "he", and **GENERAL HOMES, INC.**, a Connecticut

corporation, having its principal place of business at 54 Danbury Road, Suite 300, Ridgefield, Connecticut, hereinafter called the "Company".

WHEREAS, the Shareholders are the owners of all the capital stock of the Company, and

WHEREAS, the Shareholders are agreed that the success of the Company requires that there be no sale, transfer or assignment of Company stock without the written consent of all Shareholders in the corporation, and

WHEREAS, the Shareholders are agreed that it is in the best interest of the corporation that the shares of the Company remain in the hands of Yvonne Liebel and Eugene M. Grant and that in the event of Eugene M. Grant's death, divorce or bankruptcy, his shares should be donated to the Alliance Foundation, a Connecticut, non-profit, non-stock corporation.

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt of which is hereby acknowledged, the Shareholders and the Company agree with each other:

1. No Shareholder shall sell, transfer, assign, pledge, hypothecate, encumber, use as security or in any way alienate his shares of Company stock, or any right or interest therein, whether voluntarily, by operation of law, by gift, bequest, distribution, or otherwise, without the prior written consent of the Shareholders, on terms and conditions acceptable to said Shareholders.
2. In the event Shareholder, Eugene M. Grant, is adjudged a bankrupt, files for such designation and/or the protection of the Federal Bankruptcy Rules, or is a party to any divorce proceedings wherein a court of competent jurisdiction could make orders regarding the transfer

and/or disposition of the Shareholder's interest in the Company, then, in such event, Shareholder , Eugene M. Grant, shall donate his shares of Company stock to the Alliance Foundation, Inc., a Connecticut non-profit, non-stock corporation or said corporation's successor in interest. In the event said donation is not complete within one hundred and eighty days of the occurrence of the event giving rise to the required donation, the Company shall have the right after the expiration of said one hundred and eighty (180) day period to retire the shares of Company stock in the name of Shareholder, Eugene M. Grant, and issue corresponding shares of Company stock in the name of the Alliance Foundation, Inc.

3. Upon the death of Shareholder, Eugene M. Grant, the shares of Company stock held by Eugene M. Grant at the time of his death shall be donated to the Alliance Foundation, Inc., a Connecticut non-profit, non-stock corporation or its successor in interest. In the event said donation is not completed within one hundred and eighty (180) days of the occurrence of the event giving rise to the required donation, the Company shall have the right after the expiration of said one hundred and eighty (180) day period to retire the shares of Company stock in the name of Shareholder, Eugene M. Grant, and issue corresponding shares of Company stock in the name of the Alliance foundation, inc. Within thirty (30) days of the execution of this agreement, Shareholder, Eugne M. Grant, agrees to amend his Last Will and Testament to provide for said donation of Company shares upon his death.

4. This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Should any provision hereof be declared invalid, then the remaining provisions shall remain in full force and effect. Should any such provision be capable of

amendment and such amendment would better effect the intent and purpose of this agreement, then a court of competent jurisdiction may so amend the provision providing that such amendment does, to the extent possible, accomplish the intent and purpose of the provision.

5. Any prior agreements between the shareholders concerning the stock of the company are hereby canceled.

6. In construing this agreement, female or neuter pronouns shall be substituted for those of the macular form and vice-versa, and the plural for the singular and vice-versa, in any case in which the context may require.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first above shown.

Witness by: GENERAL HOMES, INC.

_____ /S/ By_____
Yvonne Liebel, its President

_____
/S/_____
Yvonne Liebel, Shareholder

/S/_____
Eugene M. Grant, Shareholder

Corporate Seal Attest:

/S/_____
Yuval Hazon Secretary

STATE OF CONNECTICUT)
) SS: Danbury, CT
COUNTY OF FAIRFIELD)

On this 21st day of December, 1995, personally appeared before me Yvonne Liebel, signer and sealer of the foregoing Agreement, to me personally known or proven to me to be the President and Shareholder of **GENERAL HOMES, INC.**, a Connecticut Corporation, signer and sealer of the foregoing instrument, she being there unto duly authorized, and acknowledged the same to be her free act and deed and the free act and deed of said corporation.

/S/_____
Christopher K. Leonard
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) SS: Danbury, CT
COUNTY OF FAIRFIELD)

On this 21st day of December, 1995, personally appeared before me, Eugene M. Grant, to me personally known or proven to me to be a Shareholder of **GENERAL HOMES, INC.**, signer and sealer of the foregoing instrument and acknowledges the same to be his free act and deed before me.

/S/_____
Christopher K. Leonard
Commissioner of the Superior Court

SUBSCRIPTION AGREEMENT
GENERAL HOMES, INC.

General Homes, Inc.
54 Danbury Road, Suite 300
Ridgefield, Connecticut 06877

Gentlemen:

1. Subscription. This subscription agreement ("Subscription Agreement") will evidence the agreement of the undersigned subscriber ("Subscriber") to purchase the amount of eleven (11) shares of Common Stock "A" in General Homes, Inc. (hereinafter the "Corporation") with no par value for a total subscription price of Eight Hundred Thousan and No/100 ($800,000.00) Dollars set forth below. The Common shares are referred to in this Subscription Agreement as the "Securities". The purchase is being effected pursuant to the terms of this Subscription Agreement.

2. Representation and Warranties. Subscriber hereby represents and warrants as follows:

a. Subscriber is acquiring the Securities for investment purposes only, within the meaning of the Securities Act of 1933 (the "Securities Act'), with no intention of assigning any participation or interest therein, and not with a view to the distribution of all or any portion thereof;
b. Subscriber has received a copy of this subscription Agreement, has reviewed the documents carefully, and has obtained such additional information as subscriber has requested through discussions with representatives of the Corporation;
c. Subscriber is sufficiently knowledgeable and experienced in financial and business matters to be capable of utilizing such information to evaluate the merits and risks of this investment and to make an informed decision with respect hereto;

d. Subscriber has been informed that subscriber's investment is a high risk investment, and Subscriber acknowledges that the Corporation has recommended that Subscriber consult with Subscriber's own investment and/or legal advisor and that Subscriber has so consulted or has otherwise been satisfied regarding the risks of investment;

e. Subscriber is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act;

f. Subscriber understands that the Securities are not being registered under the Securities Act on the grounds that the issuance thereof is exempt under Sections 4(2) and/or 4(6) of the Securities Act and/or Regulation D promulgated under the Securities Act, and that reliance on such exemptions is predicated in part upon Subscriber's representations and warranties.

g. Subscriber has no need for any liquidity in Subscriber's investment and can afford to hold unregistered securities for an indefinite period of time, and Subscriber is able to bear the economic risk of losing Subscriber's entire investment. In that the Securities have not been registered under the Securities Act, they cannot be resold unless they are subsequently registered under the Securities act or an exemption from such registration is available. No Securities will be sold, assigned or otherwise transferred unless pursuant to an effective registration statement under the Securities Act and applicable state securities laws with respect thereto, or pursuant to an exemption therefrom;

h. Subscriber recognizes that there is no public market for the Securities and that after the offering of the securities there will be no public market for the Securities. Subscriber understands that the

transferability of the Securities is restricted by applicable Securities laws and that Subscriber cannot expect to be able to readily liquidate Subscriber's investment in case of an emergency;

i. Subscriber is an individual at least 21 years of age and is currently the owner of non-voting common stock of the Corporation;

j. Subscriber recognizes that an investment in the Securities is a speculative venture and Subscriber understands that no state and frderal government authority has made any finding or determination relating to the merits of investment in the Securities, and that no state or federal authority has recommended or endorsed or will recommend or endorse the Securities;

k. Subscriber understands that all documents, records or books pertaining to this investment have been made available for inspection by Subscriber's attorney and/or Subscriber's accountant and/or Subscriber. Subscriber and/or Subscriber's representatives have had the opportunity to ask questions of, and receive answers from, the Corporation or a person or persons acting on its behalf concerning the offering of the Securities and the business of the Corporation and all such questions have been answered to Subscriber's full satisfaction. No oral representations have been made or oral information furnished to subscriber or Subscriber's representative in connection with this offering which are in any way inconsistent with this Agreement which are in any way inconsistent with this Agreement or are in any way inconsistent with the financial statements, books and records reviewed by Subscriber or offered to subscriber for review.

l. Subscriber agrees not to transfer or assign this Subscription Agreement or any interest herein and

agrees that if Subscriber's subscription is accepted, the assignment and transferability of the securities will be governed by this subscription agreement, the Shareholder agreement being signed by subscriber simultaneously herewith and all applicable laws;

m. Subscriber understands that tax consequences arising from an investment in the Corporation may be significant and accordingly, corporation has advised subscriber that he should consult his accountant before undertaking the subscription. Subscriber understands that any federal income tax benefits which may be available to Subscriber in this investment may be lost through adoption of new laws, amendments to existing laws and regulations, or changes in interpretation of existing laws and regulations.

n. The Subscriber has the right, legal capacity and authority to enter into and perform his obligations under this Agreement; and no approvals or consents of any provisions is necessary in connection with it.

o. Subscriber has complied with and is not in violation of any applicable federal, state and local statutes, rules, regulations, judgment, order, decree or the provisions of any agreement, contract, note, bond, license, indenture or other instrument, nor will Subscriber's performance under this Agreement constitute any such violation.

p. There is no suit, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending, or to the best of knowledge of the Subscriber, threatened, against or affecting Subscriber's obligations or ability to perform under this Agreement.

q. All negotiations relative to this Agreement and the transactions contemplated hereby have been caused by the Subscriber and his legal representative with

the subscriber and his legal representative, and no action has been taken by Subscriber and his legal representative that would give rise to any claim for a brokerage commission, finders fee or other like payment.

r. All information which Subscriber has provided in the Confidential Purchaser Questionnaire (Schedule A) which is attached hereto and made a part hereof and all other subscription documents executed in connection herewith is correct and complete as of the date set forth below and if there should be any change in such information prior to acceptance of this subscription, Subscriber immediately shall provide the Corporation with such new information.

3. Bound by Corporate Documents. A Subscriber purchasing interests hereunder hereby adopts, accepts and agrees to be bound by the Corporation's certificate of incorporation and the bylaws of the corporation and to perform all obligations imposed therein upon a shareholder with respect to the interests purchased. Upon acceptance of this Subscription Agreement by the corporation and the acceptance by Subscriber of the preferred share certificates, the Subscriber shall become a preferred shareholder.

4. Execution of Corporate Documents. Subscriber agrees to execute any other documents, including Corporation documents, necessary to complete the transactions contemplated hereby, and to be bound by all terms and provisions thereof.

5. Minimum Subscription. The offering will not be closed unless $800,000.00 aggregate principal amount of Common shares are subscribed.

6. Miscellaneous.

(a) This Subscription Agreement constitutes the entire agreement among the parties hereto with respect to the subject

matter hereof and may be amended only by a writing signed by both parties.

(b) This Subscription Agreement will be construed under and governed by the laws of the State of Connecticut.

(c) Within ten (10) days after receipt of a written request from the Corporation, Subscriber will provide such information and execute and deliver such documents as reasonably may be necessary to comply with any law, rule, regulation or ordinance to which the Corporation is subject.

7. **Subscription.** Subscriber hereby subscribes for the following principal amount of Common "A" Shares and number of interests and will produce at closing a check payable to "General Homes, Inc." in the following amount:

11 Number of common "A" Shares (total subscription price $800,000.00)

8. **Closing.** Closing of this agreement shall occur on December 21, 1995 at 10: 45 p.m. at the law office of Cutsumpas, Collins, Hannafin, Garamella, Jaber & Tuozzolo, P.C., 148 Deer Hill Avenue, Danbury, Connecticut 06810. At closing, Corporation shall deliver to Subscriber share certificates representing 11 shares of Common "A" Stock in the Corporation. At closing, Subscriber shall deliver to the Corporation checks representing the value of the Common "A" shares (i.e. $800,000.00) to be purchased under this Subscription Agreement. In the event said check(s) do not clear the banking process, the Corporation reserves the right to cancel the share certificates issued pursuant to this Subscription Agreement.

9. **Counterparts.** This agreement shall be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

If Subscriber is a joint owner, designate in what capacity:

(_____) Joint Tenants with Right of Survivorship;

(_____) Tenants by the Entirety;

(_____) Tenants in Common (State Percentages:_____

(_____) Other (Specify: _____

_____ _____

IN WITNESS WHEROF, the undersigned has executed this Subscription Agreement on the 21st day of December, 1995.

Eugene M. Grant

_____

(Name of Subscriber - Print or Type)

/S/Eugene M. Grant

_____

(Subscriber's Signatures)*

APPROVED AND ACCEPTED:
GENERAL HOMES, INC.

/S/By_____ _____

Yvonne Liebel
Its President

Date: 12/21/95

REGISTRATION DATA - PLEASE PRINT

NAME OF SUBSCRIBER

SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUM

Eugene M. Grant 109-18-9372
(Full name as it should appear
in the corporation stock ledger)

RESIDENCE ADDRESS	BUSINESS ADDRESS
1016 Orienta Avenue	277 Park Avenue
Mamaroneck, NY 10543	New York, NY 10172
(914) 698-7052	(212) 688-4700

CHECK APPROPRIATE BOX FOR MAILINGS: Business Address

STATE OF) Dated: December 21, 1995
) SS: Danbury, CT
COUNTY OF)

On this 21st day of December, 1995, personally appeared before me Eugene M. Grant, to me personally known or proven to me to be the individual described in and who executed the foregoing Subscription Agreement and who dully acknowledged the same to be his free act and deed.

/S/_____
Christopher K. Leonard
Commissioner of the Superior Court

STATE OF)
) SS: Danbury, CT
COUNTY OF)

On this 21st day of December, 1995, personally appeared before me, Yvonne Liebel,signer and sealer of the foregoing Subscription Agreement, to me personally known or proven to me to be the President of **GENERAL HOMES, INC.**, and duly acknowledged the same to be his free act and the free act and deed of GENERAL HOMES, INC.

/S/_____

Christopher K. Leonard
Commissioner of the Superior Court

Schedule A
GENERAL HOMES, INC.
CONFIDENTIAL PURCHASER QUESTIONNAIRE

This Purchaser Questionnaire is a schedule to the Subscription Agreement between the undersigned Subscriber and General Homes, Inc. (the "Corporation"). Terms used herein unless otherwise defined herein shall have the meanings set forth in the Subscription Agreement or otherwise incorporated therein. The information elicited by this Confidential Purchaser Questionnaire will be used and relied upon by the Corporation to assure that Subscriber will meet the standards imposed by federal and state securities laws, including the rules and regulations of the Securities Act of 1933, as amended (the "Securities Act") with respect to an investment in the Securities.

All answers will be kept strictly confidential. However, by signing this Purchaser Questionnaire, Subscriber agrees that the Corporation may present this Purchaser Questionnaire to such

parties as the Corporation deems appropriate to establish compliance with federal or state securities law and as otherwise may be required by applicable law.

Please attach additional pages if needed to complete any question.

PLEASE PRINT OR TYPE

Part I. (ALL INDIVIDUAL SUBSCRIBERS MUST COMPLETE THIS PART. AN AUTHORIZED CORPORATE OFFICER, GENERAL PARTNER, TRUSTEE OR OTHER AUTHORIZED REPRESENTATIVE OF NON-INDIVIDUAL SUBSCRIBER MUST COMPLETE THIS PART GIVING INFORMATION CONCERNING SUBSCRIBER AND SUCH REPRESENTATIVE AS APPROPRIATE).

If the answer to any questions is "none" or "Not Applicable", please so state.

Name: Eugene M. Grant
Date of Birth: July 17, 1918
Place of Birth: New York, NY
Social Security Number: 109-18-9372
Residence Address: 1016 Orienta Avenue, Mamaroneck, NY 10543
Countty of Residence: Westchester
Telephone: (914) 698-7052
Business Address: 277 Park Avenue, New York, NY 10172
Telephone: (212) 688-4700
U.S. Citizen: Yes
Preferred Mailing Address: Business Address

Part II. (EACH INDIVIDUAL SUBSCRIBER AND EACH JOINT OWNER MUST COMPLETE THIS PART GIVING INFORMATION CONCERNING SUCH SUBSCRIBER. EACH PARTNER OF A PARTNERSHIP AND EACH

GRANTOR OF A TRUST MUST COMPLETE THIS PART SETTING FORTH INFORMATION ABOUT SUCH PERSON INDIVIDUALLY. IN ADDITION, THIS PART MUST BE COMPLETED FOR EACH ENTITY SUBSCRIBER AS TO THE ENTITY).

1. Is your individual net worth or combined net worth with your spouse in excess of $1,000,000. For purposes of this Purchaser Questionnaire, "net worth" means the excess of total assets at fair market value (including principal residence, home furnishings and automobiles) over total liabilities.

   Yes

2. Was your individual income during each of 1993 and 1994 at least $200,000, and do you anticipate that in 1995 it will be at least $200,00; or was your joint income (including your spouse) during each of the 1993 and 1994 at least $300,000, and do you anticipate that in 1995 it will be at least $300,000/

   Yes

To the best of my information and belief, the above information supplied by me is true and correct in all respects. I understand that such information will be kept confidential by the General Partner and its counsel, and that except as set forth on page 1 such information will not be publicly disclosed.

/s/ Eugene M. Grant

(Signature) Dated: December 21, 1995

APPENDIX F1

SHAREHOLDER AGREEMENT

AGREEMENT, made this 21st day of December, 1995, among **YVONNE LIEBEL** of Ridgefield, Connecticut and **EUGENE M. GRANT** of Mamaroneck, New York, hereinafter called "Shareholder" or collectively as "Shareholders", and by the singular pronoun "he", and **ALLIANCE CAPITAL, INC.**, a Connecticut corporation, having its principal place of business at 54 Danbury Road, Suite 300, Ridgefield, Connecticut, hereinafter called the "Company".

WHEREAS, the Shareholders are the owners of all the capital stock of the Company, and

WHEREAS, the Shareholders are agreed that the success of the Company requires that there be no sale, transfer or assignment of Company stock without the written consent of all Shareholders in the corporation, and

WHEREAS, the Shareholders are agreed that it is in the best interest of the corporation that the shares of the Company remain in the hands of Yvonne Liebel and Eugene M. Grant and that in the event of Eugene M. Grant's death, divorce or bankruptcy, his shares should be donated to the Alliance Foundation, a Connecticut, non-profit, non-stock corporation.

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt of which is hereby acknowledged, the Shareholders and the Company agree with each other:

1. No Shareholder shall sell, transfer, assign, pledge, hypothecate, encumber, use as security or in any way

alienate his shares of Company stock, or any right or interest therein, whether voluntarily, by operation of law, by gift, bequest, distribution, or otherwise, without the prior written consent of the Shareholders, on terms and conditions acceptable to said Shareholders.

2. In the event Shareholder, Eugene M. Grant, is adjudged a bankrupt, files for such designation and/or the protection of the Federal Bankruptcy Rules, or is a party to any divorce proceedings wherein a court of competent jurisdiction could make orders regarding the transfer and/or disposition of the Shareholder's interest in the Company, then, in such event, Shareholder , Eugene M. Grant, shall donate his shares of Company stock to the Alliance Foundation, Inc., a Connecticut non-profit, non-stock corporation or said corporation's successor in interest. In the event said donation is not complete within one hundred and eighty days of the occurrence of the event giving rise to the required donation, the Company shall have the right after the expiration of said one hundred and eighty (180) day period to retire the shares of Company stock in the name of Shareholder, Eugene M. Grant, and issue corresponding shares of Company stock in the name of the Alliance Foundation, Inc.
3. Upon the death of Shareholder, Eugene M. Grant, the shares of Company stock held by Eugene M. Grant at the time of his death shall be donated to the Alliance Foundation, Inc., a Connecticut non-profit, non-stock corporation or its successor in interest. In the event said donation is not completed within one hundred and eighty (180) days of the occurrence of the event giving rise to the required donation, the Company shall have the right after the expiration of said one hundred and eighty (180) day period to retire the shares of Company stock in the name of Shareholder, Eugene M. Grant, and issue corresponding shares of Company stock in the name of the Alliance foundation, inc. Within thirty (30) days of the execution of this agreement, Shareholder, Eugne M. Grant, agrees to amend his Last Will and Testament to

provide for said donation of Company shares upon his death.

4. This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Should any provision hereof be declared invalid, then the remaining provisions shall remain in full force and effect. Should any such provision be capable of amendment and such amendment would better effect the intent and purpose of this agreement, then a court of competent jurisdiction may so amend the provision providing that such amendment does, to the extent possible, accomplish the intent and purpose of the provision.
5. Any prior agreements between the shareholders concerning the stock of the company are hereby canceled.
6. In construing this agreement, female or neuter pronouns shall be substituted for those of the macular form and vice-versa, and the plural for the singular and vice-versa, in any case in which the context may require.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first above shown.

Witness by: ALLIANCE CAPITAL, INC.

_____ /S/By_____
Yvonne Liebel, its President

_____
/S/_____
Yvonne Liebel, Shareholder

/S/_____
Eugene M. Grant, Shareholder

Corporate Seal Attest:

/S/_____
Yuval Hazon Secretary

STATE OF CONNECTICUT)
) SS: Danbury, CT
COUNTY OF FAIRFIELD)

On this 21st day of December, 1995, personally appeared before me Yvonne Liebel, signer and sealer of the foregoing Agreement, to me personally known or proven to me to be the President and Shareholder of **ALLIANCE CAPITAL , INC.**, a Connecticut Corporation, signer and sealer of the foregoing instrument, she being there unto duly authorized, and acknowledged the same to be her free act and deed and the free act and deed of said corporation.

/S/_____
Christopher K. Leonard
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) SS: Danbury, CT
COUNTY OF FAIRFIELD)

On this 21st day of December, 1995, personally appeared before me, Eugene M. Grant, to me personally known or proven to me to be a Shareholder of **ALLIANCE CAPITAL, INC.**, signer and sealer of the foregoing instrument and acknowledges the same to be his free act and deed before me.

/S/_____
Christopher K. Leonard
Commissioner of the Superior Court

SUBSCRIPTION AGREEMENT
ALLIANCE CAPITAL, INC.

Alliance Capital, Inc.
54 Danbury Road, Suite 300
Ridgefield, Connecticut 06877

Gentlemen:

1. Subscription. This subscription agreement ("Subscription Agreement") will evidence the agreement of the undersigned subscriber ("Subscriber") to purchase the amount of fifty five (55) shares of Common Stock "A" in **Alliance Capital Inc.** (hereinafter the "Corporation") with a value of Twenty-two Thousand Seven Hundred Twenty Seven and 28/100 ($22,727.28) Dollars per share for a total subscription of One Million Two Hundred Fifty Thousand and No/100 ($1,250,000.00) Dollars set forth below. The Common shares are referred to in this Subscription Agreement as the "Securities". The purchase is being effected pursuant to the terms of this Subscription Agreement.

2. Representation and Warranties. Subscriber hereby represents and warrants as follows:

(i) Subscriber is acquiring the Securities for investment purposes only, within the meaning of the Securities Act of 1933 (the "Securities Act'), with no intention of assigning any participation or interest therein, and not with a view to the distribution of all or any portion thereof;

(ii) Subscriber has received a copy of this subscription Agreement, has reviewed the

documents carefully, and has obtained such additional information as subscriber has requested through discussions with representatives of the Corporation;

(iii) Subscriber is sufficiently knowledgeable and experienced in financial and business matters to be capable of utilizing such information to evaluate the merits and risks of this investment and to make an informed decision with respect hereto;

(iv) Subscriber has been informed that subscriber's investment is a high risk investment, and Subscriber acknowledges that the Corporation has recommended that Subscriber consult with Subscriber's own investment and/or legal advisor and that Subscriber has so consulted or has otherwise been satisfied regarding the risks of investment;

(v) Subscriber is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act;

(vi) Subscriber understands that the Securities are not being registered under the Securities Act on the grounds that the issuance thereof is exempt under Sections 4(2) and/or 4(6) of the Securities Act and/or Regulation D promulgated under the Securities Act, and that reliance on such exemptions is predicated in part upon Subscriber's representations and warranties.

(vii) Subscriber has no need for any liquidity in Subscriber's investment and can afford to hold unregistered securities for an indefinite period of time, and Subscriber is able to bear the economic risk of losing Subscriber's entire investment. In that the Securities have not been registered under the Securities Act, they cannot be resold unless

they are subsequently registered under the Securities act or an exemption from such registration is available. No Securities will be sold, assigned or otherwise transferred unless pursuant to an effective registration statement under the Securities Act and applicable state securities laws with respect thereto, or pursuant to an exemption therefrom;

(viii) Subscriber recognizes that there is no public market for the Securities and that after the offering of the securities there will be no public market for the Securities. Subscriber understands that the transferability of the Securities is restricted by applicable Securities laws and that Subscriber cannot expect to be able to readily liquidate Subscriber's investment in case of an emergency;

(ix) Subscriber is an individual at least 21 years of age and is currently the owner of non-voting common stock of the Corporation;

(x) Subscriber recognizes that an investment in the Securities is a speculative venture and Subscriber understands that no state and frderal government authority has made any finding or determination relating to the merits of investment in the Securities, and that no state or federal authority has recommended or endorsed or will recommend or endorse the Securities;

(xi) Subscriber understands that all documents, records or books pertaining to this investment have been made available for inspection by Subscriber's attorney and/or Subscriber's accountant and/or Subscriber. Subscriber and/or Subscriber's representatives have had the opportunity to ask questions of, and receive answers from, the Corporation or a person or

persons acting on its behalf concerning the offering of the Securities and the business of the Corporation and all such questions have been answered to Subscriber's full satisfaction. No oral representations have been made or oral information furnished to subscriber or Subscriber's representative in connection with this offering which are in any way inconsistent with this Agreement which are in any way inconsistent with this Agreement or are in any way inconsistent with the financial statements, books and records reviewed by Subscriber or offered to subscriber for review.

(xii) Subscriber agrees not to transfer or assign this Subscription Agreement or any interest herein and agrees that if Subscriber's subscription is accepted, the assignment and transferability of the securities will be governed by this subscription agreement, the Shareholder agreement being signed by subscriber simultaneously herewith and all applicable laws;

(xiii) Subscriber understands that tax consequences arising from an investment in the Corporation may be significant and accordingly, corporation has advised subscriber that he should consult his accountant before undertaking the subscription. Subscriber understands that any federal income tax benefits which may be available to Subscriber in this investment may be lost through adoption of new laws, amendments to existing laws and regulations, or changes in interpretation of existing laws and regulations.

(xiv) The Subscriber has the right, legal capacity and authority to enter into and perform his obligations under this Agreement; and no

approvals or consents of any provisions is necessary in connection with it.

(xv) Subscriber has complied with and is not in violation of any applicable federal, state and local statutes, rules, regulations, judgment, order, decree or the provisions of any agreement, contract, note, bond, license, indenture or other instrument, nor will Subscriber's performance under this Agreement constitute any such violation.

(xvi) There is no suit, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending, or to the best of knowledge of the Subscriber, threatened, against or affecting Subscriber's obligations or ability to perform under this Agreement.

(xvii) All negotiations relative to this Agreement and the transactions contemplated hereby have been caused by the Subscriber and his legal representative with the subscriber and his legal representative, and no action has been taken by Subscriber and his legal representative that would give rise to any claim for a brokerage commission, finders fee or other like payment.

(xviii) All information which Subscriber has provided in the Confidential Purchaser Questionnaire (Schedule A) which is attached hereto and made a part hereof and all other subscription documents executed in connection herewith is correct and complete as of the date set forth below and if there should be any change in such information prior to acceptance of this subscription, Subscriber immediately shall provide the Corporation with such new information.

3. Bound by Corporate Documents. A Subscriber purchasing interests hereunder hereby adopts, accepts and agrees to be bound by the Corporation's certificate of incorporation and the bylaws of the corporation and to perform all obligations imposed therein upon a shareholder with respect to the interests purchased. Upon acceptance of this Subscription Agreement by the corporation and the acceptance by Subscriber of the preferred share certificates, the Subscriber shall become a preferred shareholder.

4. Execution of Corporate Documents. Subscriber agrees to execute any other documents, including Corporation documents, necessary to complete the transactions contemplated hereby, and to be bound by all terms and provisions thereof.

5. Minimum Subscription. The offering will not be closed unless $1, 250,000.00 aggregate principal amount of Common shares are subscribed.

6. Miscellaneous.

(a) This Subscription Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and may be amended only by a writing signed by both parties.

(b) This Subscription Agreement will be construed under and governed by the laws of the State of Connecticut.

(c) Within ten (10) days after receipt of a written request from the Corporation, Subscriber will provide such information and execute and deliver such documents as reasonably may be necessary to comply with any law, rule, regulation or ordinance to which the Corporation is subject.

Subscription. Subscriber hereby subscribes for the following principal amount of Common Shares and number of interests:

X Principal Amount of Common Shares $22, 727.28

55 Number of Common Shares (1 for each $22,727.28)

8. **Closing.** Closing of this agreement shall occur on December 21, 1995 at 10: 45 p.m. at the law office of Cutsumpas, Collins, Hannafin, Garamella, Jaber & Tuozzolo, P.C., 148 Deer Hill Avenue, Danbury, Connecticut 06810. At closing, Corporation shall deliver to Subscriber share certificates representing 55 shares of Common Stock in the Corporation. At closing, Subscriber shall deliver to the Corporation check(s) payable to "Alliance Capital, Inc." in the amount of Four Hundred and Fifty Thousand and NO/100 ($450,000.00) Dollars. In the event said check(s) do not clear the banking process, the Corporation reserves the right to cancel the share certificates issued pursuant to this Subscription Agreement. The balance of the purchase price (i.e. $800,000.00) for the Securities shall be paid in four (4) equal installments of Two Hundred Thousand and No/100 ($200,000.00) Dollars which payments shall be due from Subscriber to the Corporation on April 30, 1996, July 31, 1996, October 31, 1996 and December 31, 1996. In the event of a default in payment of any said installments, Alliance Capital, Inc. agrees not to seek any legal recourse against the Subscriber herein or his estate.

9. **Counterparts.** This agreement shall be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

If Subscriber is a joint owner, designate in what capacity:

(_____) Joint Tenants with Right of Survivorship;

(_____) Tenants by the Entirety;

(_____) Tenants in Common (State Percentages:_____ (_____) Other (Specify: _____

IN WITNESS WHEROF, the undersigned has executed this Subscription Agreement on the 21st day of December, 1995.

Eugene M. Grant

_____

(Name of Subscriber – Print or Type)

/S/Eugene M. Grant

_____

(Subscriber's Signatures)*

APPROVED AND ACCEPTED:
ALLIANCE CAPITAL, INC.

/S/By_____ _____

Yvonne Liebel Date: 12/21/95
Its President

REGISTRATION DATA – PLEASE PRINT

NAME OF SUBSCRIBER	SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUM
Eugene M. Grant (Full name as it should appear in the corporation stock ledger)	109-18-9372

RESIDENCE ADDRESS	BUSINESS ADDRESS
1016 Orienta Avenue	277 Park Avenue
Mamaroneck, NY 10543	New York, NY 10172
(914) 698-7052	(212) 688-4700

CHECK APPROPRIATE BOX FOR MAILINGS: Business Address

STATE OF)
) SS: Danbury, CT
COUNTY OF)

Dated: December 21, 1995

On this 21st day of December, 1995, personally appeared before me Eugene M. Grant, to me personally known or proven to me to be the individual described in and who executed the foregoing Subscription Agreement and who dully acknowledged the same to be his free act and deed.

/S/_____
Christopher K. Leonard
Commissioner of the Superior Court

STATE OF)
) SS: Danbury, CT
COUNTY OF)

On this 21st day of December, 1995, personally appeared before me, Yvonne Liebel,signer and sealer of the foregoing Subscription Agreement, to me personally known or proven to me

to be the President of ALLIANCE CAPITAL, INC., and duly acknowledged the same to be his free act and the free act and deed of ALLIANCE CAPITAL, INC.

/S/_____

Christopher K. Leonard
Commissioner of the Superior Court

Schedule A
ALLIANCE CAPITAL, INC.
CONFIDENTIAL PURCHASER QUESTIONNAIRE

This Purchaser Questionnaire is a schedule to the Subscription Agreement between the undersigned Subscriber and Alliance Capital, Inc. (the "Corporation"). Terms used herein unless otherwise defined herein shall have the meanings set forth in the Subscription Agreement or otherwise incorporated therein. The information elicited by this Confidential Purchaser Questionnaire will be used and relied upon by the Corporation to assure that Subscriber will meet the standards imposed by federal and state securities laws, including the rules and regulations of the Securities Act of 1933, as amended (the "Securities Act") with respect to an investment in the Securities.

All answers will be kept strictly confidential. However, by signing this Purchaser Questionnaire, Subscriber agrees that the Corporation may present this Purchaser Questionnaire to such parties as the Corporation deems appropriate to establish compliance with federal or state securities law and as otherwise may be required by applicable law.

Please attach additional pages if needed to complete any question.

PLEASE PRINT OR TYPE

Part I. (ALL INDIVIDUAL SUBSCRIBERS MUST COMPLETE THIS PART. AN AUTHORIZED CORPORATE OFFICER, GENERAL PARTNER, TRUSTEE OR OTHER AUTHORIZED REPRESENTATIVE OF NON-INDIVIDUAL SUBSCRIBER MUST COMPLETE THIS PART GIVING INFORMATION CONCERNING SUBSCRIBER AND SUCH REPRESENTATIVE AS APPROPRIATE).

If the answer to any questions is "none" or "Not Applicable", please so state.

Name: Eugene M. Grant
Date of Birth: July 17, 1918
Place of Birth: New York, NY
Social Security Number: 109-18-9372
Residence Address: 1016 Orienta Avenue, Mamaroneck, NY 10543
Countty of Residence: Westchester
Telephone: (914) 698-7052
Business Address: 277 Park Avenue, New York, NY 10172
Telephone: (212) 688-4700
U.S. Citizen: Yes
Preferred Mailing Address: Business Address

Part II. (EACH INDIVIDUAL SUBSCRIBER AND EACH JOINT OWNER MUST COMPLETE THIS PART GIVING INFORMATION CONCERNING SUCH SUBSCRIBER. EACH PARTNER OF A PARTNERSHIP AND EACH GRANTOR OF A TRUST MUST COMPLETE THIS PART SETTING FORTH INFORMATION ABOUT SUCH PERSON INDIVIDUALLY. IN ADDITION, THIS PART MUST BE COMPLETED FOR EACH ENTITY SUBSCRIBER AS TO THE ENTITY).

1. Is your individual net worth or combined net worth with your spouse in excess of $1,000,000. For purposes of this Purchaser Questionnaire, "net worth" means the excess of total assets at fair market value (including principal residence, home furnishings and automobiles) over total liabilities.

   Yes

2. Was your individual income during each of 1993 and 1994 at least $200,000, and do you anticipate that in 1995 it will be at least $200,00; or was your joint income (including your spouse) during each of the 1993 and 1994 at least $300,000, and do you anticipate that in 1995 it will be at least $300,000/

   Yes

To the best of my information and belief, the above information supplied by me is true and correct in all respects. I understand that such information will be kept confidential by the General Partner and its counsel, and that except as set forth on page 1 such information will not be publicly disclosed.

/S/ Eugene M. Grant

(Signature)

Dated: December 21, 1995

APPENDIX F2

FAX TRANSMITTAL

CUTSUMPAS, COLLINS, HANNAFIN,
GARAMELLA, JABER & TUOZZOLO, P.C.
148 Deer Hill Avenue, Post Office Box 440, Danbury, CT 06810
Office: (203) 744-2150 Facsimile: (203) 791-1126
Thomas Reynolds, CPA/Sandy Trado, CPA

TO: _____ FAX #: 431-3570
Christopher K. Leonard, Esq.

FROM:_____

RE: Yvonne Liebel - Creation CT LLC
OUR FILE NUMBER: 95-13498-1-K

June 11, 1996

DATE:_____

COMMENTS: Please see correspondence attached hereto dated June 11, 1996 relative to the above matter.

ORIGINAL TO FOLLOW_____X_____ YES_____NO
Number of Pages Transmitted ____7___(INCLUDING Cover Sheet)
If there is a problem with this transmittal, please call

Mary Ann Newsome
_____ at (203) 744-2150

THE INFORMATION CONTAINED IN THIS COMMUNICATION IS CONFIDENTIAL, MAY BE ATTORNEY CLIENT PRIVILEGED, MAY CONSTITUTE INSIDE INFORMATION, AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. UNAUTHORIZED USE, DISCLOSURE, OR COPYING IS STRICTLY PROHIBITED AND MAY BE UNLAWFUL. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AT (203) 744-2150 AND DESTROY THIS TRANSMITION.

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

148 Deer Hill Avenue- P.O.Box 440, Danbury, Connecticut 06810

Lloyd Cutsumpas
Francis J. Collins
Edward J. Hannafin
Jack D. Garamella
Paul N. Jaber
John J. Tuozzolo
Robert M. Opotzner
Thomas W. Beecher
Eva M. DeFranco
Christopher K. Leonard
Thomas J. Mones
Paula Flanagan
Laura A. Goldstein
Peter A. Scalzo

OF COUNSEL
Mark D. Nielsen
Admitted in Conn. A.N. Y

Area Code 203-744-2150
Facsimile (203) 791-1126
Extension: 305

June 11, 1996

VIA FACSIMILE AND U.S. MAIL

Thomas Reynolds, CPA
Sandy Trado, CPA
Reynolds & Rowella
90 Grove Street
Ridgefield, CT 06877

Re: Yvonne Liebel - Creation of
Connecticut Limited Liability Company
Our File Number: 95-13498-1-K

Dear Tom and Sandy:

First off, on behalf of Yvonne liebel, I would like to thank you for taking the time to meet with us on such short notice on Thursday, June 6, 1996. As we discussed, the enclosed letter to Eugene Grant outlines the arrangements with regard to the transfer

of the St. John's Building into a Connecticut limited liability company which is to be created.

Please note that the letter to Eugene grant contains one change to the transaction which we discussed in your office on June 6, 1996, and that would be that the ownership percentage will not remain 99% in the name of Eugene Grant, but the ownership percentage will be split 51% Eugene Grant and 49% Yvonne liebel.

While I was reviewing several of the issues which came up relating to the LLC and the structure which has been contemplated, I came across several tax issues which after discussing briefly with Attorney Tom McCarthy, may warrant further investigation.

The first issue would be Eugene Grant's gift tax. Based upon the structure as outlined in the letter to Eugene Grant, Eugene grant may have two different gift tax problems. First, at the start of the day, Eugene grant owns 100% of the 37% interest in the St. John's Building, and at the end of the day, he would own 51% of an LLC that owns the 37% interest in the building. This 49% swing may result in a gift tax. The second gift tax problem may result from the transfer of the income rights. At the start of the day, Eugene Grant has a 100% interest in the income thrown off from his 37% ownership interest in the building. At the end of the day, he would only have 51% interest in the income thrown off by his ownership interest in the building. The transfer of the right to receive 49% of the income from the building without adequate consideration may create an event which results in gift tax. As a possible solution, perhaps shares of the stock in Alliance Capital and General homes, could be used to provide consideration which would flow to Eugene grant. Obviously, the gift tax problems would be Eugene grant's however, in speaking with Yvonne, we would like to know all the tax ramifications, including those which would be imposed upon Eugene as a result of the transaction as proposed.

A second potential issue relates to I.R.C. Section 704 and special allocations of partnership income. In your office, we proposed an arrangement which would have left 98% of the ownership interest in the building in Eugene grant's name with an income loss allocation of 62% to Eugene Grant and 38% to Yvonne Liebel. Under the revised arrangement, the ownership of the building would be 51% to Eugene Grant and 49% to Yvonne Liebel with exactly the same income and loss ratio. When I was reviewing the Code for the transaction as discussed in your office, it appeared that section 704 of the Code could be a problem given the ownership interests and the then differing income and loss distributions. Under the revised arrangement, the ownership interest and the profit and loss distributions would be identical (i.e. 51% Eugene Grant, 49% Yvonne Liebel). Therefore, under the revised arrangement, I presume that I.R.C. Section 704 would not be a problem. Please confirm that this is the case.

Please advise as to the tax consequences of the transaction as outlined in my letter to Eugene Grant. We will not be sending the outlined proposal on to Eugene Grant until we nail down the tax ramifications, and as a result, your prompt attention would be greatly appreciated.

Thank you for all of your assistance in this matter.

Very truly yours,
/S/
Christopher K. Leonard

CKL/man
Cc: Yvonne Liebel

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

148 Deer Hill Avenue- P.O.Box 440, Danbury, Connecticut 06810

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OF COUNSEL
Mark D. Nielsen
Admitted in Conn. A.N. Y

Area Code 203-744-2150
Facsimile (203) 791-1126
Extension: 305

June 13, 1996

VIA FACSIMILE AND U.S. MAIL

Mr. Eugene M. Grant
277 Park Avenue
New York, NY 10172

Re: Proposed transfer of interest in
St. John's Building, New York, NY
Our File Number: 95-13498-1-K

Dear Eugene:

1. I am advised by Yvonne Liebel that further discussions have been had on the st. John Building. I am advised that you may be agreeable to transferring a portion of your 37% ownership position in the building to Yvonne Liebel and that you will both transfer your ownership positions into an entity to be created which would

allow you to maintain control over the entire asset. The new entity will be investing and/or granting the income generated from the building to the Alliance foundation, alliance capital, Inc. and general homes, inc. to help support the current and future holdings of these entities.

2. The proposed transaction would be set up as follows:

A. Eugene Grant will transfer 49% of his 37% position in the building to Yvonne Liebel. To minimize gift tax consequences to Eugene Grant, value of Yvonne Liebel share may be significantly discounted as a non-marketable minority ownership.

B. A limited liability company would be created with Eugene Grant holding a 51% ownership interest and Yvonne liebel holding a 49% ownership interest. Each will pledge as a capital contribution their respective interests in the building. Upon creation of the LLC, Eugene Grant will have controlling interest in the LLC. Please note that many different options for transferring the interest in the St. John's Building have been explored, including a direct transfer from Eugene Grant to the limited liability company. We are advised by tax counsel that this would create a "phantom income " situation and would result in more tax than facing up to the taxable occasion prior to transferring the ownership interest in the building directly into the LLC.

C. The income loss percentages for the LLC would be Eugene grant 51% and Yvonne Liebel 49%.

D. The first $200,000 of income generated by the LLC each year would be donated by the LLC directly to The Alliance Foundation.

E. The operating agreement of the LLC would provide that upon the death of Eugene Grant, 49% of his ownership interest would be donated to the Alliance Foundation and 2% would be sold to Yuval Hazon (see paragraph 6 of this correspondence).

3. The formation of a limited liability company will allow Eugene Grant and Yvonne Liebel to operate the business like a partnership, yet the company will receive corporate liability protection. Additionally, the IRS views the entity as a pass through entity, and therefore, the entity is treated by the IRS for tax purposes as a partnership.

4. With regard to the remaining $1 million of net income ($1.2 million less $200,000 per year to The Alliance Foundation) generated by the building, the LLC will purchase new shares in Alliance Capital, Inc. and general Homes, Inc. for the next 25 years or until the building is sold, whichever comes first. The capital invested in the two corporations will allow both partners to retain the entire net income (no income tax on capital investment) while building up the future of Alliance Capital, Inc. and General Homes, Inc. as well as the financial future of the Alliance Foundation. (The Alliance Foundation is a beneficiary through a Will of Eugene Grant's shares in Alliance Capital, Inc. and General Homes, Inc.)

5. The LLC purchase of shares in Alliance Capital, Inc. and General Homes, Inc. will be as follows: X number of shares at $____ per share for _____ years. Max shares_____.

6. If the LLC were set up with Eugene grant and Yvonne Liebel as the only interest holders, upon the passing of Eugene Grant, the LLC would be owned by Yvonne Liebel and by a non-profit charitable corporation controlled by Yvonne Liebel. To avoid a claim by the IRS that at that time the LLC would be controlled by one person (one person LLC's are prohibited), Yuval hazon should be added as a minority interest holder (i.e. 2%). Youval Hazon's 2% interest can be purchased from the Estate of Eugene Grant. This format will insure that at any one time under any set of circumstances, the LLC will have two members. Utilizing the LLC will allow Eugene Grant to maintain a 51% controlling interest in the building, and at the same time, acquire additional shares in Alliance capital, inc. and general homes, Inc. for their continual

growth. This scenario will also guarantee an annual $200,000 donation to The Alliance Foundation.

7. Please contact me at your earliest convenience with regard to this proposed arrangement. Also, please confirm that my understanding of your 37% ownership position and the $1.2 million annual net income from your interest is accurate.

8. Finally, Yvonne had mentioned at one time that there are some agreements concerning the building which may or may not have to be complied with if your interest in the building is transferred. Please advise as to any such agreements and restrictions which may exist.

9. I look forward to hearing from you in the near future.

Very truly yours,
/S/
Christopher K. Leonard

CKL/man
Cc: Yvonne Liebel

FAX TRANSMITTAL

CUTSUMPAS, COLLINS, HANNAFIN,
GARAMELLA, JABER & TUOZZOLO, P.C.
148 Deer Hill Avenue, Post Office Box 440, Danbury, CT 06810
Office: (203) 744-2150 Facsimile: (203) 791-1126

TO: Eugene M. Grant _____ FAX #: 431-3570

FROM: Christopher K. Leonard, Esq.

RE: St. John's Building, New York, NY
OUR FILE NUMBER: 95-13498-1-K

DATE: June 17, 1996

COMMENTS: Please see correspondence dated June 17, 1996 attached hereto relative to the above matter.

ORIGINAL TO FOLLOW_____X_____ YES_____NO
Number of Pages Transmitted ____2___(INCLUDING Cover Sheet)
If there is a problem with this transmittal, please call

Mary Ann Newsome

_____ at (203) 744-2150

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CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

148 Deer Hill Avenue- P.O.Box 440, Danbury, Connecticut 06810

Lloyd Cutsumpas
Francis J. Collins
Edward J. Hannafin

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Laura A. Goldstein
Peter A. Scalzo

OF COUNSEL
Mark D. Nielsen
Admitted in Conn. A.N. Y

June 13, 1996

VIA FACSIMILE AND U.S. MAIL

Mr. Eugene M. Grant
277 Park Avenue
New York, NY 10172

Re: Proposed transfer of interest in
St. John's Building, New York, NY
Our File Number: 95-13498-1-K

Dear Eugene:

As a follow-up to our conversation earlier today wherein you advised me of the existence of restrictions with respect to the St. John's Building, could you please send me a copy of those restrictions as there may be a way to structure the transaction without violating the restrictions.

Thank you for your cooperation in connection with this matter.

Very truly yours,
/S/
Christopher K. Leonard

CKL/man

June 18, 1996 TUE 11:31 EUGENE M. GRANT & CO. FAX NO. 212-688-5082

277 Park Avenue, 47th Floor, New York, N.Y. 10172- 212-688-4700 - Fax 212- 688-5082

LOGO **EUGENE M. GRANT & CO.**

FAX TRANSMITTAL COVER SHEET

DATE : June 18, 1996

TO : Christopher K. Leonard, Esq.

FAX #: 203/791-1126

FROM: Eugene M. Grant

THIS TRANSMITTAL CONSISTS OF THIS COVER SHEET PLUS 1 PAGE (S).

ADDITIONAL COMMENTS:

Dear Chris:
Per your request, here is the applicable extract from the Partnership Agreement.

Warm regards, EMG

APPENDIX F3

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

148 Deer Hill Avenue- P.O.Box 440, Danbury, Connecticut 06810

Lloyd Cutsumpas
Francis J. Collins
Edward J. Hannafin
Jack D. Garamella
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Robert M. Opotzner
Thomas W. Beecher
Eva M. DeFranco
Christopher K. Leonard
Thomas J. Mones
Paula Flanagan
Laura A. Goldstein
Peter A. Scalzo

OF COUNSEL
Mark D. Nielsen
Admitted in Conn. A.N. Y

Area Code 203-744-2150
Facsimile (203) 791-1126
Extension: 305

August 2, 1996

Mr. Eugene M. Grant (via fax # 212-688-5082)
277 Park Avenue
New York, NY 10172

Yvonne Liebel (via fax # 011 972 2 232 303)
54 Danbury Road, Suite 300
Ridgefield, CT 06877

Re: Alliance Capital, Inc. & General Homes, Inc.
Our File Number: 95-13498-1-K & 95-13143-1-K

Dear Eugene and Yvonne:

Pursuant to my telephone conversations earlier today with the two of you, the following represents the agreement between Eugene M. Grant and Yvonne Liebel regarding Alliance Capital, Inc. and General Homes, Inc. as of August 1, 1996:

ALLIANCE CAPITAL, INC.

1. Alliance Capital, Inc. will purchase a minimum number of non-voting shares (not to exceed 5%) in General Homes, Inc. for the amount of $400,000 with the agreement that at any time general Homes, Inc. may repurchase this stock at the original purchase price.
2. Ownership of Alliance Capital, Inc. will be changed from 90% Yvonne Liebel and 10% Eugene M. Grant to 50% Yvonne Liebel and 50% Eugene M. Grant with Eugene M. Grant's shares willed to the Alliance Foundation.
3. Alliance Capital, Inc. will purchase a residential unit in Jerusalem (Unit 15 or 20) from the Al-Rov Corporation, Hilton project. The unit delivery date is estimated to be March 31, 1997.

GENERAL HOMES, INC.

1. Eugene M. Grant will purchase through a subscription agreement 5% of General Homes, Inc. for the amount of $240,000 a year for a minimum of 10 years payable at $20,000 per month secured by the income generated to him through his 37% ownership position in the St. John Building, New York, new York.
2. Pursuant to our telephone conversations, please execute this letter agreement today and return it to my office at the telecopier number (203) 791-1126 which appears on my letterhead. Upon receiving your signatures by fax today, I will proceed with the paperwork to implement the wishes of the parties so that we can move toward executing paperwork upon Eugene 's return from Maine and Yvonne's return from Israel.

Very truly yours,

/S/
Christopher K. Leonard

CKL/man

The undersigned acknowledges that they have read, understand and confirm the contents of this correspondence.

/S/_____ _____
Eugene M. Grant Date: 8/3/96

/S/_____ _____
Yvonne Liebel Date: 8/2/96

APPENDIX F4

FAX TRANSMITTAL

CUTSUMPAS, COLLINS, HANNAFIN,
GARAMELLA, JABER & TUOZZOLO, P.C.
148 Deer Hill Avenue, Post Office Box 440, Danbury, CT 06810
Office: (203) 744-2150 Facsimile: (203) 791-1126

TO: Yvonne liebel FAX #: 431-4838

FROM: Christopher K. Leonard, Esq.

RE: Alliance Capital, Inc. & General Homes, Inc.
OUR FILE NUMBER: 95-13498-1-K & 95-13143-1-K

DATE: September 25, 1996

COMMENTS: Please review draft of correspondence attached hereto relative to the above matter and advise.

ORIGINAL TO FOLLOW_____ YES__X____NO
Number of Pages Transmitted ____3___(INCLUDING Cover Sheet)
If there is a problem with this transmittal, please call

Christopher K. Leonard
_____ at (203) 744-2150

THE INFORMATION CONTAINED IN THIS COMMUNICATION IS CONFIDENTIAL, MAY BE ATTORNEY CLIENT PRIVILEGED, MAY CONSTITUTE INSIDE INFORMATION, AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. UNAUTHORIZED USE, DISCLOSURE, OR COPYING IS STRICTLY PROHIBITED AND MAY BE UNLAWFUL. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AT (203) 744-2150 AND DESTROY THIS TRANSMITION.

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
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Christopher K. Leonard
Thomas J. Mones
Paula Flanagan
Laura A. Goldstein
Peter A. Scalzo

OF COUNSEL
Mark D. Nielsen
Admitted in Conn. A.N. Y

Extension: 305

September 25, 1996

VIA FACSIMILE AND U.S. MAIL (1-212-688-5082)

Mr. Eugene M. Grant
277 Park Avenue
New York, NY 10172

Re: Alliance Capital, Inc. & General Homes, Inc.
Our File Number: 95-13498-1-K & 95-13143-1-K

Dear Eugene:

I have spoken with Yvonne Liebel, and she has advised me that the two of you have had an opportunity to go through the documents forwarded under my cover letters of September 19th and September 20th and that the two of you have come to some further agreements which will require some changes to the documents previously sent to you.

Yvonne advises that the two of you have agreed to the following:

1. The Amended Subscription Agreement for Alliance capital, Inc. will be further amended to reflect the sale of an additional thirty (30) shares to Eugene M. Grant (this would act to bring Eugene M. Grant's total shareholding interest to 85 out of 585 total shares).

2. The Amended Subscription agreement purchase price remains unchanged. To secure the Amended purchase price, an assignment of $20,000 of income per month for a period of five years will be made to Alliance Capital, Inc. A Security Agreement and UCC forms necessary to secure the obligation will be signed at closing. Income assignment payments will commence in January of 1997.

3. A $750,000.00 term life insurance policy on the life of Eugene Grant shall be purchased from the assignment of income monyes which flow into alliance capital, Inc. via the assignment. The cost of the policy will be approximately $54,000.00, leaving an annual income to Alliance capital, inc. created by the assignment of approximately $186,000.00

4. Additional shares of stock issued to Eugene M. grant shall be donated to The alliance Foundation, Inc. in the event of death, divorce, bankruptcy in the same manner as has been contemplated for Eugene M. Grant's existing 55 shares.

5. The assignment moneys paid in to Alliance Capital, Inc. after deduction of the life insurance policy premium shall be held in Alliance Capital Inc. as a capital reserve to insure the financial solvency of the alliance foundation. The moneys to be held as reserves in alliance capital shall only be drawn upon by the Foundation in the event all other sources of financial assistance to the Foundation have been exhausted. At such time as the term of the assignment of Income to alliance capital has come to a close, or when the Alliance Foundation becomes fiscally self sufficient, whichever should be the first to occur, moneys held in the Alliance Capital reserve account which have not been drawn upon by the alliance Foundation shall be deemed the property of Alliance Capital, Inc. The reserve account will help to insure that over the next five years the Foundation will have the necessary liquidity to fund efforts to achieve its mission.

Please review my outline of the changes to be made to the documentation and confirm that they meet with your understanding. Once I have heard from you that everything is acceptable, I will go ahead and make the necessary changes to the closing documentation, and a closing time and date can be scheduled. Along those lines, perhaps you could also advise my office as to a date next week which might fit in with your schedule.

I look forward to hearing from you in the near future.

Very truly yours,
/S/
Christopher K. Leonard

CKL/man
Cc: Yvonne Liebel

APPENDIX F5

March 14, 1997

Logo

UNITED OF OMAHA
A Mutual of Omaha Company

ALLIANCE FOUNDATION
54 DANBURY ROAD
RIDGEFIELD, CONN. 06877

Coverage ID: BUD1038927

Dear Sirs:

The ownership of this policy has been transferred to you, march 14, 1997, effective Jan. 15, 1997. Enclosed is a copy of the assignment.

It has been a pleasure to be of service to you. If you have any question, please feel free to contact us at 1-800-775-7896.

Sincerely,

/S/
Julie Peterson
Life brokerage services

United of Omaha Life Insurance Company
P.O. Box 2476 Omaha NE 68103 * 800-775-7894

SS
2

STERN SLAVUTIN-2 INC.
530 FIFTH AVENUE, NEW YORK, NY 10036-5197

January 27, 1997

Ms. Yvonne liebel
Alliance Foundation
54 Danbury Road
Ridgefield, CT 06877

Re: United of Omaha $700,000 insurance policy number BU1038927 or. the life of Eugene M. Grant

Dear Ms. Liebel:

It has been my privilege to serve Eugene M. Grant in the purchase of the above referenced life insurance policy. Mr. Grant wishes to irrevocably assign ownership of this policy to the Alliance Foundation, with the distinct understanding that the death proceeds shall be used exclusively to provide financial support, including salary and related expenses to the office of the president of the Alliance Foundation.

To complete this assignment you will find enclosed a form which should be signed by you as an officer of the Alliance Foundation. Once you have signed this form, please return it to my office in the enclosed envelope.

It is currently Mr. Grant's intention to make monthly contributions to the Alliance Foundation. These contributions should be sufficient to maintain the enclosed policy and may be used by the alliance Foundation for this purpose. To do this, you should plan to transmit to United of Omaha the amount required each month to keep the policy in force. I shall be happy to assist you with this, or to answer any questions you may have.

Very truly yours,
/S/
Ina Stern, President

Cc: Mr. Eugene M. Grant

IS/sd
Enc.

212-536-6025 THE INSTITUTE FOR ADVANCED TAX PLANNING F 212-536-6043

APPENDIX I - Thomas F. Reynolds, CPA, Sworn Affidavit

AFFIDAVIT

STATE OF CONNECTICUT)
) SS: Date: 4-28-00
COUNTY OF FAIRFIELD)

I, THOMAS F. REYNOLDS, of Reynolds and Rowella, LLP, being first duly sworn, do depose and say as follows:

1) I am over eighteen (18) years of age, understand the meaning and obligation of an oath, and have personal knowledge of all of the statements listed below,

2) I am named partner in the accounting firm of Reynolds & Rowella, LLP, and the Alliance Foundation has been a client of the firm since 1990.

3) That in September, 1996, Richard Solomon and Eugene Grant applied severe pressure in an attempt to have Reynolds & Rowella, LLP issue a highly critical management letter about Alliance Foundation, so as to distribute to outside parties.

4) That they caused to be issued a preliminary draft of the management letter by an accountant employed by Reynolds and Rowella, LLP, which contained certain inappropriate and misleading information, some of which was provided by Mr. Solomon.

5) That said letter was never meant to be distributed to outside parties and was only meant to be seen by the CEO and Treasurer of the Alliance Foundation.

6)That as soon as it was brought to my attention that the preliminary draft was used for purposes other than those originally intended, I issued a letter of clarification on November 11, 1996.

I certify that the foregoing statements are true and accurate to the best of my knowledge and belief.

/S/_____
Thomas F. Reynolds

Subscribed And Sworn to before me, a notary
Public in and for County of Fairfield
in State of Connecticut this 28 day of April, 2000
/S/Luisa S. Brausert Notary Public
My Commission Expires November 30, 2002

APPENDIX H - FIRST PETITION FOR WRIT OF CERTIORARI
01-258

No. 01-258

In The

Supreme Court of the United States

Yvonne Liebel

Petitioner,

v.

Eugene Grant, Esq.; Robert Nagro; Richard Solomon; Ridgefield Bank; Weil, Gotshal and Manges, LLP; Bridge to Brotherhood, Inc.; Mark Hoeing, Esq.; David Stone, Esq.; Ira Millstein, Esq.; Marvin Jacob, Esq.; Reynolds and Rowella, LLP., PricewaterhouseCoopers, LLP/Kesselman & Kesselman;

Respondents.

On Petition For Writ Of Certiorari
To State Of Connecticut Supreme/Appellate Court

PETITION FOR WRIT OF CERTIORARI

Yvonne Liebel, **Pro Se**
106 Great Hill Road, Ridgefield, CT 06877/ e-mail: yliebel @ aol.com
Tel: 203-438-4677/310-435-0769 Fax: 203-438-0040/310-657-2731

QUESTIONS PRESENTED

I Is an Interlocutory Order not-appealable where Due Process is denied a civil litigant?

II Is civil litigant's due process not violated when the litigant is denied counsel?

III Does pretrial managerial judging in Complex Litigation Courts violate due process when the Courts depart from State Adjudication Standards without a well- publicized body of rules and procedures that is accessible to all litigants?

Questions addressing violations of Petitioner's constitutional rights to Due Process and Equal Protection Of The Las under the Fourteenth Amendment of The United States Constitution

This litigant's life and her family's are at risk

PARTIES TO THE PROCEEDINGS

Plaintiffs /Petitioners

Yvonne Liebel, Petitioner, is an individual and has no corporate affiliation; **The Alliance Foundation, Inc.**, a Connecticut 501 (c)(3) non-stock corporation; **Alliance Capital, Inc.**, a Connecticut corporation with no parent or publicly held company; **General Homes, Inc.** a Connecticut corporation with no parent or publicly held company; **Alliance International Development Corp.**, a Connecticut corporation with no parent or publicly held company; **DTL-USA, Inc.**, a Connecticut Corporation with no parent or publicly held company (the "Alliance Entities").

Defendants/Respondents

Eugene Grant, Esq., an individual and has no corporate affiliation; **Robert Nagro**, an individual and has no corporate affiliation; **Richard Solomon**, an individual and has no corporate affiliation; **Ridgefield Bank**, a Connecticut corporation, a commercial bank with no parent or publicly held company; **Weil, Gotshal and Manges, LLP**, a New York limited Liability Partnership; **Mark Hoeing, Esq.**, an individual and has no corporate affiliation; **David Stone, Esq.**, an individual and has no corporate affiliation; **Bridge to Brotherhood, Inc.**, a New York 501(c)(3) non stock corporation; **Ira Millstein, Esq.**, an individual and has no corporate affiliation; **Marvin Jacob, Esq.**, an individual and has no corporate affiliation; **Reynolds and Rowella, LLP.** a Connecticut , Limited Liability Partnership; **PricewaterhouseCoopers, LLP/Kesselman & Kesselman**, a Delaware Limited Liability Partnership.

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OPINIONS BELOW

The Order granting Defendants' Motion To Dismiss Plaintiffs' Appeal in the case of The Alliance Foundation, Inc. et al. v. Eugene Grant et al. No. A.C. 21419, and is set forth in the Appendix hereto (App. A at page 1a)

The Order of The Supreme Court Of The State of Connecticut denying Plaintiffs' Joint Petition for Certification to The Supreme Court is set forth in Appendix hereto (App. A4 at page 6a)

BASIS FOR JURISDICTION

The judgment of the Connecticut Appellate Court was entered on March 21, 2001. The Order of the Supreme Court Of The State Of Connecticut denying the Plaintiffs' Joint Petition for Certification to The Supreme Court was entered on May 7, 2001. This petition for writ of certiorari is filed within ninety days from that date. 28 U.S.C. Section 2101 (c). The jurisdiction of this Court is invoked under 28 U.S.C. Section 1257.

STATUTORY PROVISIONS INVOLVED

Fourteenth Amendment of The United States Constitution:

"All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges and immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law, not deny to any person within its jurisdiction the equal protection of the laws."

Connecticut Public Act 99-215, Section 27, subsection (a) provides for a transfer of a case to Complex Litigation Docket, and the Connecticut Superior Court Rules-Civil Matters Rules 23-13, 23-14, and 23-15, governing the Complex Litigation Docket.

Rule 23-13 states as follows:

The Chief Court Administrator, or the Chief Administrative Judge of the Civil Division may designate a group of cases that have many parties in common, questions of law, or fact as complex litigation cases and assign the cases to a single judge for pre-trial, trial, or both and, if appropriate, may assign the cases to another judge or court officer for settlement or meditation discussions.

Rule 23-14, states as follows:

The judge to whom complex litigation cases have been assigned may stay any or all further proceedings in the cases, may transfer any or all further proceedings in the cases to the Judicial District where the judge is sitting, may hear all pre-trial motions, and may enter any appropriate order which facilitates the management of the complex litigation cases.

Rule 23-15, states as follows:

An attorney or judge may request the Chief Court Administrator to make an assignment pursuant to Section 23-13. The request shall be submitted, in writing, to the Chief Court Administrator and the Chief Administrative Judge of the Civil Division. When an attorney makes such a request, the attorney shall serve a copy of the request on all other parties pursuant to Section 10-12 through 10-17. Should the Chief Court Administrator deem it appropriate to do so, the Chief Court Administrator may solicit comments on the request by causing a notice to be published in the Connecticut Law Journal.

STATEMENT OF CASE

"... NO STATE SHALL MAKE OR ENFORCE ANY LAW WHICH SHALL ABRIDGE THE PRIVILEGES AND IMMUNITIES OF CITIZENS OF THE UNITED STATES, NOR SHALL ANY STATE DEPRIVE ANY PERSON OF LIFE, LIBERTY OR PROPERTY WITHOUT DUE PROCESS OF LAW, NOR DENY TO ANY PERSON WITHIN ITS JURISDICTION THE EQUAL PROTECTION OF THE LAWS."

The Constitution of The United States of America ("Fourteenth Amendment")

Exercising Managerial Judging through the enforcement of Connecticut Superior Court Rules-Civil Matters Rules 23-13, 23-14, and 23-15, governing the Complex Litigation Docket, the Connecticut Superior Court derailed legal proceedings when it forcefully transferred a case at the pretrial stage from its original court where proper venue lies to a new and distant Complex Litigation Docket with broad and unclear judicial discretion that at pretrial stage is seldom subject to appeal. The Superior Court actions were further sanctioned when the Connecticut Appellate Court granted the Defendants' "Motion to Dismiss Appeal" (Hon. Judge Barry R. Schaller, Recused) on the basis that appeal was interlocutory and the Court lacked jurisdiction. The Superior Court actions were sanctioned once again when the Supreme Court denied the Plaintiffs' "Joint Petition for Certification." Throughout the transfer and appeal process the Courts severely abridged privileges and immunities of the Petitioner in this action depriving her of life, liberty and property without Due Process and denying her equal protection of the laws as guaranteed to her under the Fourteenth Amendment of the United States Constitution.

The Petitioner, Yvonne Liebel, is founder and president of a small Connecticut public charity, The Alliance Foundation, Inc., established in 1990, and related corporations: Alliance Capital, Inc.; Alliance International Development Corp.; General Homes, Inc.; and DTL-USA, Inc. On January 10, 2000 DTL-USA, Inc. and Yvonne Liebel filed a Summons and Complaint in the Judicial District of Danbury in Danbury, Connecticut, against Ridgefield Bank of Ridgefield, Connecticut, Docket No. CV00-0338142 - S (the bank case), alleging UCC and other violations against the Bank.

On February 18, 2000, The Alliance Foundation, Inc. and Yvonne Liebel, filed a second Summons and Complaint in the Judicial District of Danbury against Eugene Grant; Richard Solomon and Robert Nagro (officers/directors of the Foundation), Docket No. CV00-0338520-S (the lead case). The action alleges conspiracy to destroy the Foundation and defraud the Plaintiffs of their assets. At the center of the Foundation's assets are two breakthrough IRS private-letter-tax-rulings that the Petitioner, Yvonne Liebel, originated in 1991 and 1996 for the Foundation; and equities in five start-up companies that the Foundation assisted between 1993-1998.

On or about July 7, 2000, the Plaintiffs filed a Motion to Cite In four additional Defendants to the lead case: Ridgefield Bank (the Plaintiffs' bank since 1990); and Weil, Gotshal and Manges LLP; Mark Hoenig, Esq.; and David Stone, Esq. (the Foundation's pro bono attorneys and trustees since 1990). Within a few days, Honorable Judge Radcliff granted the Plaintiffs' motion. On September 1, 2000, the Plaintiffs filed a Motion for Joinder of three additional Plaintiffs: Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc., and a Second Amended Complaint that included all new Plaintiffs and Defendants. In a "Request to Revise" the complaint, Defendant, Eugene Grant asked for 66 revisions. Honorable Judge Radcliff granted the Defendant 8 revisions.

The main reason for not including all parties in the initial complaint was that the in-house out-of-state-counsel the Plaintiffs hired in October 1999, Richard Gregg, insisted that these parties could always be added in subsequent amended complaints during discovery proceedings, which would not present a problem as the State of Connecticut had a liberal policy with regard to future amendments. This single misleading advice caused the Plaintiffs undue delays and appeals that critically damaged the Plaintiffs' litigation and their resources.

Due to continuous conflicts, in May 2000, Attorney Gregg was sent back to his home state. He continued, however, to advise the Plaintiffs long distance until he resigned on October 12, 2000. Also in May 2000, a part time in-house Connecticut counsel, Attorney Joyce Morin was hired. Attorney Morin who suffers from Multiple Sclerosis practices family law in the State of New York. Her professional and physical limitations necessitated the hiring of additional Connecticut litigation counsel, Attorney Kevin Ahern, on an as needed basis to conserve funds.

On October 12, 2000, following the two favorable rulings for the Plaintiffs, and before the Defendants filed their answers, the Defendants filed an application to transfer the lead case to a Complex Litigation Docket in another city (Stamford, Connecticut) about one hour from the originating Court and where the Defendants' law firms are located. The Defendants have unlimited resources and are represented by major Connecticut law firms. The Plaintiffs have limited resources and legal counsel and the Petitioner, who is not an attorney generates all pleadings. The Defendants' stated reason for the transfer was that one judge should oversee the case to trial for judicial economy (App. D, at 22a). On October 12, 2000, Plaintiffs filed an objection to the transfer citing extreme physical and financial hardships that would result from such transfer, as well as, an exhaustive logistic burden for them and their counsel to litigate this matter long distance (App. D1, at 23a).

On October 24, 2000, an Administrative Judge in Hartford, Connecticut, Honorable Judge John J. Langenbach, exercised judicial management and issued an Interlocutory Order granting the Defendants' application to the transfer (App. D2, at 25a) without the benefit of a hearing in the Danbury Superior Court and against the Plaintiffs' numerous compelling objections. Also, the case was transferred although Honorable Judge Taggart Adams, in a Status Conference on October 16, 2000 in the Danbury Superior Court, agreed to exclusively supervise the case (App. B, at 11a) resolving the Defendants' main reason for the transfer.

Further, Judge Langenbach's transfer Order failed to include the bank case, although the Plaintiffs filed Motions to Consolidate in both cases, as they stemmed from the same fact pattern and shared common parties. In splitting venues, Judge Langenbach separated the cases, an action that was contrary to the motions' intent.

Judge Langenbach's Interlocutory Order also interrupted a commitment made by Judge Adams at his October 16, 2000 Status Conference, to rule within 48 hours (App. B1, at 12a) on the following pleadings he ordered the Plaintiffs to file by October 24, 2000: Motions to Consolidate their two cases; a reclaim of their Motion for Joinder of Additional Plaintiffs (since it was passed over on September 18, 2000 when it came up on the Court's short calendar); Request to Amend Second Amended Complaint and a Third Amended Complaint; and a Motion to Add New Party Defendants .

As a result of the interlocutory transfer order, Judge Adams did not rule on the Plaintiffs' pleadings on October 26, 2000 as he stated. Instead, on November 15, 2000, Honorable Judge Arthur Hiller, partially fulfilling Judge Adams commitment, ruled on the Plaintiffs' Motion to Cite in New Party Defendants (App. D3, at 26a). Judge Hiller ordered to cite in three of five Defendants: Bridge to Brotherhood, Inc. (Weil, Gotshal and Manges' new charity that replaced The Alliance Foundation, Inc. and took over its assets); Ira

Millstein, Esq.; Marvin Jacob, Esq.; (senior partners at Weil, Gotshal and Manges and members of the charity's board of directors). Judge Hiller's decision excluded two indispensable Defendants: the local accounting firm of Reynolds and Rowella, LLP (member of the board of directors of Ridgefield Bank and the Plaintiffs' accounting firm since 1988), and PricewaterhouseCoopers, LLP/Kesselman & Kesselman (associates of Weil, Gotshal and Manges, LLP in this matter). On November 15, 2000, Judge Hiller did not rule on the remaining documents. Bridge to Brotherhood, Inc., Ira Millstein, and Marvin Jacob were properly served in December 2000, but they have not yet filed appearances or answers in this action.

Although the Plaintiffs were allowed to object to Judge Langenbach's transfer Order at a subsequent hearing on November 15, 2000 at the Complex Litigation Docket in Stamford, Connecticut (App. D4, at 27a), the presiding Judge, Honorable Judge Kevin Tierney's conduct and statements at the hearing indicated that the dye was cast with regard to the transfer long before the hearing and that the hearing was a mere formality.

In addition, during the hearing Judge Tierney indicated that his Court was accorded greater latitude in case supervision than other State Courts although there wasn't clear indication as to what rules or policies the Plaintiffs would be subjected to at the Complex Litigation Docket (App. C2, at 15a). Judge Tierney also stated he had the power to reverse prior decisions made by other Superior Court Judges and planned to exercise it by eliminating the existing decision on the request to revise (App. C3, at 16a.) Judge Tierney indicated that access to his Court's file would be extremely difficult, (App. C4, at 17a) and ignored the Petitioner's cries for help in securing counsel that would remain true to the case, a problem that plagued the Plaintiffs' ability to litigate caused by the Defendants' significant power and applied "pressures" (App. C5, at 17a). Finally, Judge Tierney overruled the Petitioner's numerous objections to the transfer (App. C6, at 19a), including her argument that although the case had multiple Defendants it was not too complex for the

Danbury Court to supervise (App. C7, at 20a). Judge Tierney rendered his decision from the bench without a written memorandum or a verbal explanation and stated that this was his Court's usual conduct (App. C8, page 21a). None of the Motions were ruled on at the hearing.

On November 20, 2000, five days after the hearing at the Complex Litigation Docket, the Defendant, Eugene Grant, filed three simple/frivolous contract actions in the Danbury Court, Case No. CV-00-0341050 - S, Eugene Grant v. The Alliance Foundation, Inc.; Case No. CV-00-0341048-S and case No. CV- 00-0341049-S, Eugene Grant v. Alliance Capital, Inc. (the Grant cases). Alliance Capital was a sought joinder in the Motion for Joinder of Additional Plaintiffs which was still pending at the time these actions were filed. Since their filing, the Grant cases served as a litigation ploy that managed to successfully disturb proceedings in the lead cases.

In December 2000, The Alliance Foundation, Inc. and Alliance Capital, Inc. moved for consolidation of the Grant cases with the lead case. The matter appeared on the Danbury Court's short calendar on January 8, 2001. At the hearing in the Danbury Superior Court, the Court clerk instructed the Petitioner and counsel, Joyce Morin, to leave the Court before marking their Motion ready by stating that the matter was transferred to Complex Litigation Docket, verbally referring to written Court instructions from Complex Litigation that didn't exist. As a result, the Motion was not ruled on that day, instead, on January 8, 2001, Judge Adams issued an Order delaying the decision for 30 days (App. D5, at 28a), during which time the Court transferred the Grant cases to Complex Litigation Docket without a hearing in the Danbury Court. On January 26, 2001, the Corporations filed objections to the transfer. On February 22, 2001, the Court scheduled a hearing on the transfer at the Complex Litigation Docket for March 12, 2001 (App. D6, at 30a).

On November 27, 2000, the Plaintiffs filed an appeal with the Appellate Court in Hartford, Connecticut, appealing both Judge Langenbach and Judge Tierney's Interlocutory transfer orders; the Court's failure to rule on their properly filed motions; the Court 's exclusion of two party defendants; and Judge Adams Order at the October 16, 2000 conference to make their Third Amended Complaint a "final" complaint ("I'm inclined to let the plaintiffs file and serve one more complaint with the provision that it is going to be the last one." Excerpt from Judge Adams' conference on October 16, 2000. At that point none of the Defendants had filed answers and facts were still unfolding).

In both the October 16, 2000 Status Conference and in the November 15, 2000 hearing at the Complex Litigation Docket the Plaintiffs raised issues of due process and difficulties with counsel. The Plaintiffs raised the due process issue more comprehensively in their Appellate Brief filed on January 25, 2001 (App. A5, at 8a). The four Volume brief included the pending motions; Third Amended Complaint and exhibits, etc. The Plaintiffs raised this issue again when on January 29, 2001 they filed their objection to the Defendants' Motion to Dismiss Appeal filed on January 10, 2001. In their motion to dismiss the Defendants argued that the appeal was interlocutory and the Appellate Court lacked jurisdiction. In their objection, the Plaintiffs argued that the Courts' decisions "concluded" their rights and violated their due process and therefore should be considered "final" and deserving of appeal.

From November 15, 2000 to date, Judge Tierney's decisions continued to stun the Petitioner. Judge Tierney:

1. Ordered corrections of only sixteen out of at least twenty errors and omissions found in his Court's November 15, 2000 transcript, all in favor of the Defendants, leaving out significant four changes (App. D7, at 31a);

2. With regard to the March 12, 2001 hearing on the transfer of the Grant cases to Complex Litigation Docket, the Court denied motions for continuance with good cause: The Appellate Court decision on the transfer of the lead case was expected any day (App. D9, at 36a), which would affect proceedings. In addition, although Petitioner informed the Court she was ill in California and Attorney Morin was unable to represent the Corporations alone, the Court insisted on holding the hearing on that date which brought about Attorney Morin's dismissal to avoid possible misrepresentations at the hearing. This action later necessitated the filing of appearances by Attorney Kevin Ahern in these matters;

3. Denied Attorney Joyce Morin's Motion for Continuance to obtain new counsel citing a rule applicable to a resigning attorney not a dismissed attorney (App. D10, at 38a), forcing her to appear at his March 12, 2001 hearing against her clients' instructions and creating for her a conflict of interest between the Court and her clients. Attorney Morin stated that as "An Officer Of The Court" she had to abide by Judge Tierney's order and appear at the hearing;

4. Overruled at his March 12, 2001 hearing, the Corporations' objection to transfer the Grant cases from the Danbury Superior Court to Complex Litigation Court without an authorized counsel present at the hearing and without a memorandum of decision explaining his ruling (App. D11, at 38a);

On March 21, 2001, the Court of Appeals for the State of Connecticut dismissed the Plaintiffs' appeal (App. A, page 1a) by simply granting the Defendants' "Motion to Dismiss Appeal." Honorable Judge Barry R. Schaller recused. (Hon. Judge Barry R. Schaller is author of "Managerial Judging: A Principled Approach to Complex Cases in State Court", CT Bar Journal, April 1994. Cite: 68 Conn. B.J. 77). The Court wasted almost three months to consider the transfer to Complex Litigation Docket; the Court failure to rule on motions; and claims of Due Process violations, only to quickly dismiss appeal on a motion denying the Petitioner 's right to review.

The Appellate Court, through its Case Manager seemed to have coordinated its actions and decisions with the Complex Litigation Docket, as well as, with Petitioner's counsel, Attorney Kevin Ahern:

1. The Court forwarded the Motion for Rectification of the Danbury Court October 16, 2000 Transcript (which also contained numerous errors and omissions favoring the Defendants), to Judge Tierney. The Court never forwarded the motion to the appropriate Court, Judge Adams. Upon dismissing the appeal the Court ORDERED that no further action was necessary on the motion as appeal was dismissed (App. D12, at 39a and App. D13, at 40a);

2. The Court forwarded the Motion for Rectification of Docket Sheets and Missing Files intended for the Clerk at the Danbury Superior Court to the wrong Court, to Judge Tierney, AT complex Litigation. Upon dismissing the appeal the Court ORDERED that no further action was necessary as appeal was dismissed. (App. D8, at 34a and D14, at 41a);

3. The Petitioner found that the Court published on the Internet, in error, that appeal was withdrawn instead of dismissed. On inquiry, the Court informed Petitioner it was a Complex Litigation Docket error and that the Court corrected it;

4. The Court sent its March 21, 2001 Order to Dismiss Appeal to the Petitioner's address in Connecticut while the Case Manager was well aware that Petitioner was ill in California. On March 30, 2001, Petitioner received an "urgent" fax from Attorney Kevin Ahern that "as he was passing through Stamford" (two hours from his office) he stopped at Complex Litigation Docket, where the Clerk informed him that the appeal in the lead case was dismissed on March 22, 2001 (App. D15, at 42a). Learning about the dismissal nine days after it was rendered cut by half the number of days the Plaintiffs had to appeal to the Supreme Court, but long enough to

allow Attorney Ahern to commence on March 29, 2001, a joint appeal in the Grant cases, appealing Judge Tierney's decision to transfer the cases to his Court. If the appeal in the Grant cases was finalized this "maneuver" would at least: A. prevent a direct and immediate appeal from the Superior Court (from Judge Tierney's March 12, 2001 decision) to the Supreme Court Pursuant to C.G.S Section 52-265a B. a ruling from the Appellate Court could take months (Court delays have characterized this litigation) C. the Grant cases could not join the lead cases in a "Joint Petition to the Supreme Court" E. a duplicate appeal in the Grant cases was certain to invite a "Motion to Dismiss" and a "Motion for Sanctions" by opposing counsel;

5. Petitioner scrambled to get an extension of time for the lead case to file "Petition For Certification to the Supreme Court" but Attorney Ahern was uncooperative, he continuously, "pushed" to finalize the Grant appeal although he knew it was inappropriate and against his clients best interests (App. D 16, at 43a). When Petitioner refused to proceed with it, he threatened to and later resigned. Petitioner finally called opposing counsel and obtained from him an extension until April 25, 2001, which the Court had to approve. Petitioner also scrambled to quickly file "Motions for Extension of Time" on behalf of the bank case and the Grant cases in order to join them with the lead appeal on April 25, 2001. Attorney Ahern only wasted time, provided misleading advice and produced nothing;

6. On April 6, 2001, Judge Tierney assigned the lead case a new Complex Litigation Docket number effective March 30, 2001 (App. D17, at 47a). Deadline for appealing the decision was April 11, 2001;

7. Although the Corporations did not pursue the appeal in the Grant cases and no documents were filed with the Appellate Court, Attorney Ahern, as late as April 18, 2001, kept advising Petitioner that the Appellate Court left him messages and spoke to him, inquiring about the appeal. On the morning of April 19, 2001,

Petitioner wrote a letter to the Court and Attorney Ahern advising them (what Attorney Ahern had known for a long time) that the Corporations in the Grant cases planned to file a direct appeal to the Supreme Court and join it with the lead case and the bank case on April 25, 2001. A few hours later, Petitioner received a fax from Attorney Ahern of an Appellate Court Notice dated April 16, 2001, assigning this non-appeal an Appellate docket number, AC 21768 and a Case Manager, contrary to P.B. Section 63-3 (App. D18, at 48a). An hour later, Petitioner received another fax from Attorney Ahern: Motion to Dismiss and Motion for Sanctions dated April 17, 2001 by opposing counsel against the Corporations. In his cover letter dated April 20, 2001 Attorney Ahern advised to answer the motions, but Petitioner refused, so not to validate this appeal. Attorney Ahern never informed his client of this Court error. When Petitioner brought the matter to his attention he defended the Court and patronized her with irrelevant legal arguments;

8. The Appellate Court's docket sheets posted that the "Motion to Dismiss Appeal" in the Grant cases was filed by the Defendants Corporations instead of by Eugene Grant;

9. Attorney Ahern answered the Motion for Sanctions on his own behalf, against his clients' instructions arguing that as "An Officer Of The Court" he had to answer the motion although the appeal was invalid. Petitioner then asked him to at least postpone his answer until after the Plaintiffs filed their Petition to the Supreme Court on April 25, 2001, which would still leave him ample time to file. Counsel filed his answer on April 23, 2001;

10. The events surrounding the Grant cases' appeal caused the resignation of Attorney Ahern in April, although he agreed to remain until new counsel was retained. On April 22, 2001, he wrote a short summary to the Appellate Court (App. D19, at 49a). On June 21, 2001, the Appellate Court "Granted" Eugene Grant his "Motion to Dismiss Appeal" in the Grant cases A.C.21768 (App. D20, at 51a) and "Denied" his "Motion for Sanctions (Honorable Judge Barry R.

Schaller recused in both orders). (App. D21, at 52a.) Attorney Ahern did not offer an explanation for his conduct. Immediately following these decisions, Petitioner accepted his resignation. On June 18, 2001, Attorney Joyce Morin, unexpectedly and without notice also resigned. On June 22, 2001, Petitioner informed the Complex Litigation Docket, to which all cases were now transferred (except the bank's case) of these developments (App.D25, at 57a).

Although both Attorneys Morin and Ahern were requested to fax copies of their withdrawal forms, Petitioner is yet to receive them. Attorney Morin reiterated her resignation in a letter to Defendant Eugene Grant's counsel (App. D22, at 53a). At the time of filing of this Writ of Certiorari, the corporations are without counsel.

On July 18, 2001, the Complex Litigation Docket sent out notices that the Grant cases were transferred to the Court and were assigned new Docket numbers: CV-01-0184857-S (X05); CV-01-0184858-S (X05); CV-01-0184858-S. Also, that a conference was scheduled for August 29, 2001 at 2:00PM, with regard to these cases only.

To date, nine months after Judge Langenbach issued his Interlocutory Order, none of the Plaintiffs' pleadings have been ruled on which stymied proceedings and brought this litigation to a dead stop. Without Connecticut counsel and a dismissed appeal, Petitioner hoped that the "Joint Petition for Certification to the Supreme Court" would finally consolidate all matters for the Court's review and return the case from Complex Litigation in Stamford to the Danbury Court where proper venue lies.

On April 23, 2001, Petitioner filed on behalf of the bank case: DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank Docket No.CV00-0338142-S, a "Motion for Extension of Time (until April 25, 2001) to File Joint Petition for Certification to the Supreme Court" to join the Petition for Certification with the lead case A.C. 21419/Docket No.CV00-0338520- S and the Grant cases: Eugene

Grant v. The Alliance Foundation, Inc., CV00-0341050S; Eugene Grant v. Alliance Capital, Inc., CV00-0341049S; And Eugene Grant v. Alliance Capital, Inc., CV00-0341048. The extension of time was from the date of November 15, 2000, when Judge Hiller at the Danbury Court failed to rule on the "Motion to Consolidate" the case. Legal basis for the motion for extension of time: C.G.S. Sections 52-264; 52-265; 52-265a; P.B. Sections 84-2 (3)(4)(5); and the Fourteenth Amendment of the United States Constitution.

Also on April 23, 2001, Petitioner filed on behalf of the Corporations a "Motion for Extension of Time (until April 25, 2001) to File Joint Petition to the Supreme Court" in the Grant cases: Eugene Grant v. The Alliance Foundation, Inc., CV00-0341050S; Eugene Grant v. Alliance Capital, Inc., CV00-0341049S; And Eugene Grant v. Alliance Capital, Inc., CV00-0341048; to join the Petition for Certification with the lead case A.C. 21419/Docket No.CV00-0338520- S and the bank case DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank Docket No.CV00-0338142-S. The extension of time was from March 12, 2001 the date Judge Tierney overruled the Corporations' objection to the transfer of the Grant cases to Complex Litigation Docket. Legal basis: C.G.S. Sections 52-264; 52-265; 52-265a; P.B. Sections 84-2 (3)(4)(5); and the Fourteenth Amendment of the United States Constitution.

On April 24, 2001, Petitioner filed a "Joint Petition for Certification to the Supreme Court" on behalf of the lead case A.C. 21419/Docket No.CV00-0338520- S; DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank Docket No.CV00-0338142-S; Eugene Grant v. The Alliance Foundation, Inc., CV00-0341050S; Eugene Grant v. Alliance Capital, Inc., CV00-0341049S; And Eugene Grant v. Alliance Capital, Inc., CV00-0341048; Legal basis: C.G.S. Sections 52-263;52-265a; P.B. Sections 84-2 (3)(4)(5); and the Fourteenth Amendment of the United States Constitution.

On April 24, 2001, the Connecticut Supreme Court issued an Order to the Petitioner with regard to the extension of time for the

bank case: DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, Docket No. CV00-0338142-S as follows: "The Motion Of Yvonne Liebel, Filed April 24, 2001, "To Extend Time To File Joint Petition For Certification To The Supreme Court with The Alliance Foundation, Inc. And Yvonne Liebel v. Eugene Grant et al., Appellate No. A.C. 21419/Docket No.CV00-0338520S and Eugene Grant v. The Alliance Foundation, Inc., CV00-0341050S; Eugene Grant v. Alliance Capital, Inc., CV00-0341049S; And Eugene Grant v. Alliance Capital, Inc., CV00-0341048, Pursuant to CGS Section52-265a," Is Hereby Ordered Granted To The Extent That An Extension To April 25, 2001, Is Granted To File a Petition To The Chief Justice Pursuant To General Statutes Section 52-265a From The Trial Court Action Transferring The Case To The Complex Litigation Docket **(Petitioner Comment: the Court never transferred this case to Complex Litigation Docket).** This Action Does Not Authorize The Movant To Join Any Petition Filed Pursuant To General Statutes Section 52-265a With A Petition For Certification In A.C. 21419 Filed Pursuant To General Statutes Section 51-197f." To the extent that the motion appears also to seek an extension of time to file petition pursuant to G.S. Section 52-265a in CV00-0341050, CV00-0341049 and CV00-0341048, the motion is denied." (App. A1)

On April 24, 2001, the Supreme Court also issued an Order to the Petitioner with regard to the extension of time for the Grant cases: Eugene Grant v. The Alliance Foundation, Inc. and Eugene Grant v. Alliance Capital, Inc., No.'s CV00-0341048/49/50S, as follows: " The Motion of Yvonne Liebel, filed April 24, 2001, "To Extend Time To File Joint Petition for Certification to the Supreme Court with The Alliance Foundation, Inc. and Yvonne Liebel v. Eugene Grant et al., appellate No. A. C. 21419/Docket No. CV00-0338520S, and DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, Docket No. CV00-0338142S, pursuant to General Statutes Section 52-265a," is hereby ordered denied." **(Petitioner Comment: The Court never explained why the Grant cases were denied a extension of time for a joint appeal pursuant to C.G.S Section 52-265a).** (App.A2)

On April 27, 2001, the Connecticut Supreme Court issued an Order to the Petitioner in connection with the Joint Petition for Certification to the Supreme Court on the cases of: The Alliance Foundation, Inc. and Yvonne Liebel v. Eugene Grant et al. case No. A.C. 21419/ Docket CV00-0338520S and DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, case No. CV00-0338142S as follows: " The Chief Justice today denied your "Joint Petition for Certification to the Supreme Court" filed pursuant to General Statutes Sections 52-263, 52-265a and Practice Book Section 84-2(4)." (App. A3).

On May 7, 2001, the Connecticut Supreme Court issued the Petitioner a correction of the above order as follows: "On April 27, I wrote that the Chief Justice denied your "Joint Petition for Certification to the Supreme Court" filed pursuant to General Statutes Sections 52-263, 52-265a and Practice Book Sections 84-2(4). The letter should have read and is now corrected to read; "The Chief Justice today (April 27) denied your 'Joint Petition for Certification to the Supreme Court' filed pursuant to General Statutes Sections 52-263, 52-265a and Practice Book Sections 84-2 (3), (4), and (5). The petition is dismissed as to Eugene Grant v. The Alliance Foundation, Inc. (DBD CV00-0341050), Eugene Grant v. Alliance Capital, Inc. (DBD CV00- 0341049) and (DBD CV00-0341048) because the movant is not a party in those matters." **(Petitioner Comment: with regard to the Court decision to dismiss the Grant cases "...because movant is not a party in those matters", if the Court timely consolidated these matters with the lead case in January 2001 in accordance with Motions filed in December 2000 movant would have been a party in those matters.)** (App. A4).

Since the Court's intervention and the filing of pleadings on October 24, 2000 the Petitioner encountered a number of alarming incidents outside the Courts, which Petitioner had never experienced before: A break-in to the Foundation's offices in Ridgefield, and flooding of its accounting documents (App. D23, page 54a); Problems with mail, telephone and security systems;

Problems with the renewal of insurance policies managed by local agents; Manipulation of loan documents and appraisals by her lender, Washington Mutual Bank's local agents which barred financing for this litigation and may cause the loss of her home to this lender; severe change to the water (well) and air quality at her residence due to Bromine existence that caused Petitioner upper respiratory problems, dizziness, headaches and other conditions (App. D24, page 55a). Local laboratory, Brooks Laboratory of Norwalk, withheld accurate analysis and solutions. Petitioner got so ill she had to abandon her home in midst of a harsh winter to various local hotels (at a huge expense) that would make available a computer so she could prepare Court pleadings, including the Appellate Brief filed on January 25, 2001. While at the hotels, documents and evidence were removed from her rooms and car.

On February 21, 2001, Petitioner flew to California and remained there about two and-one-half months to undergo tests, and to recover. After her return to Connecticut in early May she discovered her rental car's windshield cracked although it was parked at a security parking (Enterprise accident claim # DX2426E48); the side window of her private vehicle was smashed while she was driving on May 27, 2001 (App. D25, at 57a); in early July all outside lights suddenly went out leaving her residence in darkness (Petitioner is now staying at the cottage on the property and not in her residence) during which time a break in occurred and home was vandalized (App. D26 at 58a); in mid July 2001, Petitioner's father who was in excellent health, suddenly fell very ill for no apparent reason and was hospitalized for what was diagnosed as a stroke. His situation is now stabilized and he is back home. Petitioner is concerned for her safety, the safety of her family and the safety of the evidence. Based on facts, testimony and evidence Petitioner is holding the Ridgefield Defendants, specifically Ridgefield Bank's Board of Directors and its president responsible for these far reaching manipulations, chemical warfare and attacks designed to intimidate her into withdrawing this action with the intent to fully harm her and her family if she doesn't.

REASONS FOR GRANTING THE WRIT OF CERTIORARI

I.

THE CONNECTICUT COURT OF APPEALS HAS DECIDED AN IMPORTANT FEDERAL QUESTION IN A WAY THAT CONFLICTS WITH CIVIL LITIGANT'S RIGHTS TO DUE PROCESS AND TO EQUAL PROTCETION OF THE LAWS

The United States Supreme Court has held that the Due Process Clause protects individuals against two types of government action: "Substantive Due Process" protects individuals against government conduct that "shocks the conscience" (*Rochin v. California*, 342 U.S. 165,172, 72 s.Ct. 205, 96 L.Ed 183 (1952), or interferes with rights implicit in the concept of ordered liberty (*Palco v. Connecticut* 302 U.S. 319, 325-26, 58 s.Ct.149, 82 L.Ed 288 (1937)). When government action deprives the person of life, liberty, or property and it does not violate substantive Due Process, it must still be implemented in a fair manner (*Mathews v. Eldridge*, 424 U.S. 319, 335,96 s.Ct. 893, 47 L.Ed.2d 18 (1976)). This requirement has traditionally been referred to as "Procedural Due Process." (*United States v. Salerno*, 482 U.S. 739, 746, 107 S.Ct. 2095, 95 L.Ed.2d 697 (1987)).

For more than a century, the central meaning of procedural Due Process has been clear: "parties' rights are to be effected or entitled to be heard; and in order that they may enjoy that right they must first be notified." (*Baldwin v. Hale, 1 Walo.*223,233,17 L.Ed. 531; *Wenzor v. McVeigh*, 93 U.S. 274, 23 L.Ed. 914; *Hovey v. Elliot*, 167 U.S. 409, 17 S.Ct. 841, 42 L.Ed. 215). It is equally fundamental that the right to notice and an opportunity to be heard "must be granted at a meaningful time and in a meaningful manner." (*Armstrong v. Manzo*, 380 U.S. 545, 552,85 S.Ct. 1187, 1191, 14 L.Ed.2d 62).

As to exactly the extent to which Due Process requires an evidentiary hearing prior to the deprivation of some type of property interest, The Supreme Court of The United States has implied that the "due process, unlike some legal rule, is not a technical conception with a fixed content unrelated to time, place, and circumstance," (*Cafeteria Workers v. McElroy*, 367 U.S. 886,895,89 S.Ct. 1743,1748,6 L.Ed.2d 1230 (1961)), but is, indeed, more flexible. " Due process is flexible and calls for such procedural protections as the particular situation demands." *(Morrissey v. Brewer*, 408 U.S. 471,481, 92 S.Ct. 2593,2600,33 L.Ed.2d 484 (1972)).

Accordingly, resolution of the issue whether the Interlocutory Order transferring this matter from one venue to another, in the interest of managerial judging, without a notice or a hearing in the originating court, against compelling objections, and although a trial judge in the originating court committed to supervise the case to trial, requires analysis of the governmental and private interests that are affected (*Arnett v. Kennedy*, 416 U.S. 134, 166, 94 S. Ct. 1633, 1650, 40 L.Ed.15 (1974)).

More precisely, prior decisions of The Supreme Court of The United States indicate that identification of the specific dictates of Due Process generally requires consideration of three distinct factors: first, the private interest that will be affected by the official action; second, the risk of an erroneous deprivation of such interest through the procedures used and the probable value, if any, of additional of substitute procedural safeguard; and, finally, the Government's interest, including the function involved and the fiscal and administrative burdens that the additional or substitute procedural requirement would entail. (*Goldberg v. Kelly*, 397U.S. 263-271, 90 S.Ct. 1011,1018-1022).

In an effort to more efficiently manage the increased burgeoning complex litigation, the State of Connecticut recently implemented the so-called Complex Civil Litigation Docket, which

is governed by Superior Court Rules-Civil Matters Rules 23-13,23-14, and 23-15 (See "Statutory Provisions Involved" page 1.) Public Act 99-215, Section 27, subsection (a) provides for a transfer of an action to the complex litigation docket. But as some have already observed, managerial judging in complex litigation courts wielding such controlled judicial discretion that is, by and large, not appealable, raises questions about Due Process:

"... Critics of the new model of managerial judging initially point to the due process concerns as an area of controversy. They cite the problem of uncontrolled judicial discretion, realizing that most decisions made at the pretrial stage of litigation are not appealable." (FN17) (*Elliot, supra* note 2, at 314.) "Judicial *96 management decisions made during pretrial stages can have important and far-reaching consequences as the opportunities for appellate review of those rulings are extremely limited." *95; "...the right of individual access to the court must be protected." *93 (Managerial Judging, A principled Approach To Complex Cases In State Court, by Barry R. Schaller, 68 Conn. B.J. 77, April, 1994;

"Frankly...they ought to do away with it. But- - but since they haven't done away with it, at least they stopped arguing the things in short calendar." (Hon. Judge Taggart Adams about the Connecticut Complex Litigation Docket, as stated at the Danbury Superior Court, Danbury, Connecticut on October 16, 2000, Status Conference hearing, Transcript, Page 47 Lines 9-11.)

"As managers, judges learn more about cases much earlier than they did in the past. They negotiate with parties about the course, timing and scope of both pretrial and posttrial litigation. These managerial responsibilities give judges greater power. Yet the restraints that formerly circumscribed judicial authority are conspicuously absent. Managerial judges frequently work beyond the public view, off the record, with no obligation to provide written, reasoned opinions, and out of reach of appellate review.

It gives trial courts more authority and at the same time provides litigants with fewer procedural safeguards to protect them from abuse of that authority. In short, managerial judging may be redefining sub silento our standards of what constitutes rational, fair, and impartial adjudication." *378 "Although judges can and should exercise substantial authority over court procedures, the framers of the constitution foresaw the need for Congress to play a role in structuring the problems that implicate the rights of all citizens, *445 are simply too important to be left to the discretion of judges alone." *443 "The effective power of judges is considerably greater at the pretrial stage than in postdecision enforcement. During pretrial supervision, judges make many decisions informally and often meet with parties ex parte, and appellate review is virtually unavailable. The judge has vast influence over the course and eventual outcome of the litigation. As a result, litigants have good reason to capitulate to judicial pressure rather than risk the hostility of a judge who, under the individual calendar system, has ongoing responsibility for the case. During pretrial management, judges are restrained only by personal beliefs about the proper role of judge-managers. In contrast to posttrial supervision, because pretrial management is judge initiated, invisible, and unreviewable, it breaks sharply from American norms of adjudication." *412 (Managerial Judges, by Professor Judith Resnik, 96 Harv. L. Rev. 374 *378 (1982));

"... Some of these procedural reforms appear to be advocated and propagated by those whose interests are to be served by a decline in adjudicatory procedure. For example, many defendants (and their attorneys) in products liability and antitrust cases have championed the curtailment of discovery and now seem intrigued by ADR as means of protecting themselves from negative publicity and from outcomes they have disliked." (FN213) *537 "Because I still have faith that procedure has dignitary functions, (FN234) and because I lack utter faith in the unbounded and disinterested wisdom of government and of powerful lawyers and litigants, I am unwilling to turn over the task of procedural modeling to those who

evidence blind faith in alternatives to adjudication or who evidence no faith at all." (Failing Faith: Adjudicatory Procedure in Decline, by professor Judith Resnick, 53 U. CHICAGO L. REV. 494 * 544 (1986));

Unfortunately, Judge Langenbach's Interlocutory order transferring this matter in the manner that he did was an unjustified or mistaken deprivation of Petitioners' life, liberty, or property and, therefore, a violation of the Petitioner's Due Process rights (*Carey v. Piphus*, 435 U.S. 247,259, 98 S.Ct. 1042, 55 L.Ed.2d 252 (1978)). Further, as a result of the transfer to the Complex Litigation Docket where the Petitioner could not get a fair hearing and which lead to subsequent appeals, proceedings in the case have been so severely interrupted that the action has improperly come to a dead stop. This put Managerial Judging and Due Process on a collision course that had an adverse effect on the Plaintiffs and their ability to litigate this matter, to the benefit of the Defendants, in a litigation that was already grossly mismatched.

"Discretion accorded to the trial court on questions of law is legal discretion, to be exercised in conformity with the spirit of the law and in a manner to subserve and not to impede or defeat the ends of substantial justice." *Halloran v. Town of North Canaan*, 32 Conn. App. 611, 630 A2d 699 (1984). The Court's ruling in this matter is contrary to the spirit of the law and the ends of substantial justice.

In *Doe v. Yale University*, 2000 WL 1683401, Conn. Super., 2000 (October 13, 2000), Judge Sheldon ruled on facts similar to Petitioners', that the matter should not have been transferred to the Complex Litigation Docket. In *Doe v. Yale University*, the Plaintiff objected to the Defendant's application to transfer to the Complex Litigation Docket citing that the case was not complex for the court to resolve before or during trial and that plaintiff's ability to attend the trial on a daily basis would be severely compromised by moving the trial far away from its original venue. In addition, plaintiff cited her HIV infection as a factor and in the long geographical distance

between her home and the Complex Litigation court. Similarly to the Plaintiff in *Doe v. Yale University,* the Petitioner argued that the transfer would cause extraordinary physical and financial hardships; that although the case had multiple parties the matter was not too complex for the Court; that Petitioner was *In Pro Se* and her ability to both manage and attend Court appearances would be severely compromised; that Petitioner's "part time" attorney suffered from Multiple Sclerosis and would be unable to both drive to hearings in Stamford and service her clients in Ridgefield; and that all of the Plaintiffs and two of the defendants were local residents.

In *Doe v. Yale University* Judge Sheldon returned the case from the Complex Litigation Docket to its original venue reasoning that the case was not particularly complex, that the matter would be assigned to a single judge to manage through to trial in the original venue, and most importantly, as Judge Sheldon stated, "...the central purpose of the Complex Litigation Docket is to assist the Civil Division as a whole to handle it's case load fairly and efficiently. ...when transfer of a case to the Complex Litigation Docket will afford no special benefit either to the litigants in that case or to other civil litigants in the courthouse from which it comes, the better course is to return the case to its original court of origin..." Indeed, the Danbury judge, Judge Adams, expressed a willingness to have the matter assigned exclusively to him in order to satisfy defense counsel's only concern that a single judge manage the matter through to trial. "...having a single judge handle the case would serve valuable judicial resources that would otherwise be expended if several judges had to become acquainted and reacquainted with the facts and procedural status of the case."

"...to insure fairness and due process to all parties, full opportunity must be given to attorneys and pro se litigants to be heard prior to the rendition of each case management order." *93 "The rules should define complex cases, provide a general operating format for managerial judges and should authorize other specific

measures that may be necessary in individual cases ... provided that no single factor or set of factors shall be controlling, in recognition that individual cases may have unique features." *88 "On Fairness and Due Process - in addition to the problems (with managerial judging) noted above, all of which implicate fairness and due process concerns, additional problems include... accommodating the special needs of pro se parties..." *87; (Excerpts from Managerial Judging, A Principled Approach To Complex Cases In State Court, by Barry R. Schaller, 68 Conn. B.J. 77 April, 1994):

Based on *Doe v. Yale University*, supra, Administrative Judge, Hon. Judge Langenbach and the Complex Litigation Docket Judge, Hon. Judge Tierney should have considered the Petitioner's frail physical, financial and logistic abilities to litigate the case long distance and the willingness of a single judge in the originating court to oversee the case, and should have kept the matter with Judge Adams in the Danbury Superior Court.

Although a hearing on the Petitioner's objections was subsequently afforded to her, unfortunately by this time the matter had already been transferred to Judge Tierney at the distant Complex Litigation Docket in Stamford. At the hearing on November 15, 2000, Judge Tierney gave little or no consideration to the hardships the Petitioner and her counsel, Joyce Morin, would have to endure resulting from the transfer to his Court nor to her plea that the transfer was unnecessary as the matter was not complex, but merely involved multiple defendants. Instead, the hearing became a demonstration of the extreme latitude the Complex Litigation Docket was afforded in case supervision, departing from the traditional adjudication standards without providing the Petitioner a "road map" as to what infrastructure of rules and policies she was subjected to at that Court. Further, Judge Tierney turned a deaf ear and denied this pro se litigant's special need for zealous counsel to guide her through the process in spite of her repeated cries for help. Judge Tierney abused his discretion and violated Petitioner's due process rights by depriving her of the

safety net of the Connecticut Rules and Procedures afforded to all civil litigants in other State Courts; denying her right to counsel; and further humiliating her by overruling her numerous objections from the bench without a written memorandum or even a verbal explanation for his ruling. "We should require judges to act in public and to state reasons for their decisions." *429 "Proponents of management may be forgetting the quintessential judicial obligations of conducting a reasoned inquiry, articulating the reasons for decision, and subjecting those reasons to appellate review- characteristics that have long defined judging and distinguished it from other tasks. (FN219) Although the sword remains in place, the blindfold and scales have all but disappeared."(Managerial Judges, by professor Judith Resnick, 96 HARV. L. REV. 374 * 429 (1982));

As stated above, the due process clause of the Fourteenth Amendment requires that, where government action deprives a person of life, liberty, or property, government action must be implemented in a fair manner and that government action must be meaningful. (*Matthews v. Eldridge*, 424 U.S. 319, 335, 96 S.Ct. 893, 47 L.Ed.2d 18 (1976)), (*Armstrong v. Manzo*, 380 U.S. 545,552,85 S.Ct. 1187,1191, 14 L.Ed.2d 62). Thus, Judge Tierney's bowing to Defendants' litigation tactics (Defense attorneys are located in Stamford, Connecticut) in a "staged" hearing during which the Petitioners' due process rights were diluted was not "meaningful" and his interlocutory order overruling Petitioner's objections to the transfer of the case in that manner violated that requirement.

In the State of Connecticut, the case of *State v. Curcio* (1983) 191 Conn. 27, 463 A.2d 566, holds that an interlocutory order may be reviewed on appeal as a final judgment. The *Curcio* case when seen in tandem with the issues of due process raised by the Appellants including the Courts failure to rule on properly filed motions; their failure to cite in indispensable party defendants; their deviation from state adjudication standards in the interests of streamlining litigation in a Managerial Judging approach, a substantial public

interest is lost and therefore the *Curcio* case supports Appellate Court jurisdiction. That is to say that, when the trial court violated appellants' various due process rights that should have been afforded to them at all times, and The Complex Litigation Docket allowed for neither a fair nor meaningful hearing on the transfer of their case, then appellants rights were "concluded."

In *Curcio,* there are two prongs by which "finality" can be achieved and an appellate jurisdiction activated. For purposes of this Petition, the second prong, or test for finality, which focuses on the potential harm to the appellant's rights, will be discussed. Interlocutory order will be deemed final for purposes of appeal only if it involves a claimed right "the legal and practical value of which would be destroyed if not vindicated before trial." (*Curcio* at 33-34, 463 A.2d 566). The second prong of *Curcio,* then, requires appellant that the trial court's orders threatened the preservation of a right or rights already secured to them in that the right or rights will be irretrievably lost and plaintiff irreparably harmed unless they take an immediate appeal. (*State v. Garcia,* 1995, 233 Conn. 44, 62-65, 658 A.2d 947) Appellant must only make a "colorable claim that some recognized statutory or constitutional right is at risk." (*United States v. Ellis,* 646 F2d 132, 134 (4th Cir. 1981); *State v. Seravalli* (1983) 189 Conn. 201, 455 A.2d 852).

Once Petitioner's case was transferred from Danbury, without a hearing, to Stamford, where the hearing on objections and other matters was neither fair nor meaningful, the finality test as described in *Curcio* was met because Petitioners' were forever barred from pursuing the case in the Danbury Superior Court subject to State adjudication standards, and could not get a fair hearing in the Stamford Court, afforded extreme and undefined latitude over and above those standards. Thus, petitioner make a very colorable claim that Judges Langenbach and Tierney's Orders have destroyed her right to litigate this case in the Danbury Superior Court; a right that was irretrievably lost, thereby

irreparably harming Petitioner once her due process rights were violated by Judge Tierney's Complex Litigation Docket.

Therefore, the Court of Appeals of the State of Connecticut should have denied the Defendants' Motion to Dismiss Appeal based on their argument that appeal was interlocutory and should have allowed a review of each of the issues presented in the Appellants' Brief. The Court should have recognized that an interlocutory order becomes "final" and thus subject to an appeal and to the Court's jurisdiction where individual litigants' due process rights are violated by that order.

Further, the Fifth Amendment of the United States Constitution insures criminals' right to counsel leaving out civil litigants' rights to counsel. In this civil litigation, the Petitioner/Plaintiff is denied this right. The Petitioner presented this issue at the October 16, 2000 Status Conference at the Danbury Superior Court before Hon. Judge Taggart Adams, and then again at the November 15, 2000 hearing, at the Complex Litigation Docket in Stamford, Connecticut. These honorable judges should have appropriately insured this pro se litigant's right to counsel because without zealous counsel a civil litigant will be denied due process in any court, whether in the Danbury Superior Court or in the Complex Litigation Docket in Stamford, Connecticut.

II

THE DUE PROCESS ISSUES RAISED ARE IMPORTANT FEDERAL QUESTIONS THAT HAVE NOT BEEN, BUT SHOULD BE, SETTLED BY THIS COURT

In addition to resolving the issue that an interlocutory order becomes "final" and thus appealable where an individual litigant's due process rights are violated by that order, and that due process

indeed supercede court's administrative considerations, this conflict is important because its resolution will determine:

I. That in order to insure that due process is not compromised in cases being considered for a transfer to Complex Litigation Courts certain safeguards must be implemented by the state prior to the rendition of each management order. Further, Complex Litigation Courts that deviate from their state's adjudication standards must follow an adopted body of rules and procedures that is well - publicized and accessible to all litigants.

"During the past decade, enthusiasm for the managerial movement has become widespread; (FN19) what began as an experiment is likely soon to become obligatory. Unless the Supreme Court and Congress reject proposed amendments to the Federal Rules, (FN20) pretrial judicial management will be required in virtually all cases." (Managerial Judges, by professor Judith Resnick, 96 HARV. L. REV. 374 * 378 (1982));

As of 1994 only three states in the United States have adopted such comprehensive measures: "Aside from Vermont, California and Delaware, no other states have adopted comprehensive bodies of rules which provide adequate guidance for judges, litigants and lawyers with respect to the judicial management of complex litigation. (FN14) It is essential that state court judges be guided by established rules and procedures which enable them to preserve the due process rights of litigants while they efficiently manage complex cases. (Managerial Judging, A Principled Approach To Complex Cases In State Court, by Barry R. Schaller, 68 Conn. B.J. 77 *80, April, 1994);

Such safeguards will minimize the risks associated with pretrial managerial judging at Complex Litigation Courts, such as: excessive judicial power; threats of impartiality; limited access to the court; lack of appellate review; violations of due process; and the

significant impact managing judge's individual belief system and integrity has on a given case.

II. In order to insure fairness and due process to all litigants, the Constitution of the United States of America must protect all its citizens' right to counsel not only its criminals. The vulnerabilities of civil litigants vary from case to case and those vulnerabilities should be identified, categorized and accommodated, accordingly. Without this constitutional protection, the rights of all civil litigants hang in the balance.

III.

CONCLUSION

An interlocutory order becomes "final" and thus appealable where an individual litigant's due process rights are violated by that order. Upon application, a matter should not be simply transferred to a managerial judge without a hearing in the court where the application was made. Also, litigant's objections to the transfer of a case to a managerial judge and docket should be given fair and meaningful consideration, not *ad hoc* and summary dismissal.

To insure that litigants' due process rights are not compromised in cases being considered for a transfer to Complex Litigation Courts, certain safeguards must be implemented by the state prior to the rendition of each management order and pretrial judicial management in Complex Litigation Courts must follow an adopted body of rules and procedures that is well -publicized and accessible to all litigants.

A civil litigant who is denied counsel is denied due process rights and the equal protection of the laws. The Constitution of the Unites States and the judicial system must protect its civil litigants' right to counsel not only its criminals' right to counsel.

Respectfully Submitted,

/S/_____

Yvonne Liebel, Pro Se
106 Great Hill Road
Ridgefield, Connecticut 06877

APPENDIX A

NO. A.C.21419
ALLIANCE FOUNDATION, INC.
ET AL. : APPELLATE COURT
V. : STATE OF CONNECTICUT
EUGENE GRANT ET AL. : MARCH 21,2001

ORDER

THE MOTION OF THE DEFENDANT-APPELLEE, FILED JANUARY 10, 2001,
TO DISMISS APPEAL
HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY
O R D E R E D GRANTED.

BY THE COURT,

*SCHALLER, J. IS RECUSED.

/S/_____
ASSISTANT CLERK-APPELLATE
Susan C. Reeve

NOTICE SENT: MARCH 22, 2001
Joyce A. Morin / Yvonne Liebel, pro se
Robinson & Cole, LLP
Rucci, Burnham, Carta & edelberg, LLC
Curtis, Mallet-Prevost, Colt & Mosle, LLP
Halloran & Sage, LLP
Hon. Kevin Tierney
Clerk, Superior Court, Danbury
CV00 0338520S
PAC

Er 635/002689

APPENDIX A1

STATE OF CONNECTICUT
SUPREME COURT

NO. DBD CV00-0338142S
DTL-USA, INC. ET AL.
V.
RIDGEFIELD BANK :APRIL 24, 2001

ORDER

The Motion Of Yvonne Liebel, Filed April 24, 2001, "To Extend Time To File Joint Petition For Certification To The Supreme Court with The Alliance Foundation, Inc. And Yvonne Liebel v. Eugene Grant et al., Appellate No. A.C. 21419/Docket No.CV00-0338520S and Eugene Grant v. The Alliance Foundation, Inc., CV00-0341050S; Eugene Grant v. Alliance Capital, Inc., CV00-0341049S; And Eugene Grant v. Alliance Capital, Inc., CV00-0341048, Pursuant to CGS Section52-265a," Is Hereby Ordered Granted To The Extent That An Extension To April 25, 2001, Is Granted To File a Petition To The Chief Justice Pursuant To General Statutes Section 52-265a From The Trial Court Action Transferring The Case To The Complex Litigation Docket This Action Does Not Authorize The Movant To Join Any Petition Filed Pursuant To General Statutes Section 52-265a With A Petition For Certification In A.C. 21419 Filed Pursuant To General Statutes Section 51-197f."

To the extent that the motion appears also to seek an extension of time to file petition pursuant to G.S. Section 52-265a in CV00-0341050, CV00-0341049 and CV00-0341048, the motion is denied.

SULLIVAN, CJ.,

/S/BY_____
FRANCIS J. DRUMM JR.
CHIEF CLERK

NOTICE SENT: APRIL 24, 2001
YVONNE LIEBEL
KEVIN AHERN
ROBINSON AND COLE LLP
RUCCI, BURNHAM, CARTA & EDELBERG, LLC
JOYCE A. MORIN
CURTIS MALLET-PREVOST, COLT & MOSLE, LLP
HALLORAN & SAGE, LLP
CLERK, DANBURY J.D.
HON. KEVIN TIERNEY

APPENDIX A2

STATE OF CONNECTICUT
SUPREME COURT

NO. DBD CV00-0341050S
EUGENE GRANT
V.
THE ALLIANCE FOUNDATION, INC.

NO. DBD CV00-0341049S
EUGENE GRANT
V.
ALLIANCE CAPITAL, INC.

NO. DBD CV00-0341048S
EUGENE GRANT

V.
ALLIANCE CAPITAL, INC. :APRIL 24, 2001

ORDER

The Motion of Yvonne Liebel, filed April 24, 2001, "To Extend Time To File Joint Petition for Certification to the Supreme Court with The Alliance Foundation, Inc. and Yvonne Liebel v. Eugene Grant et al., appellate No. A. C. 21419/Docket No. CV00-0338520S, and DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, Docket No. CV00-0338142S, pursuant to General Statutes Section 52-265a," is hereby ordered denied."

SULLIVAN, CJ.,

/S/BY_____
FRANCIS J. DRUMM JR.
CHIEF CLERK

NOTICE SENT: APRIL 24, 2001
YVONNE LIEBEL
KEVIN AHERN
ROBINSON AND COLE LLP
RUCCI, BURNHAM, CARTA & EDELBERG, LLC
JOYCE A. MORIN
CURTIS MALLET-PREVOST, COLT & MOSLE, LLP
HALLORAN & SAGE, LLP
CLERK, DANBURY J.D.
HON. KEVIN TIERNEY

APPENDIX A3

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 27, 2001

Ms. Yvonne Liebel
Suite 300
54 Danbury Road
Ridgefield, CT. 06877

Re: The Alliance Foundation, Inc., et al.
v. Eugene Grant et al. AC 21419 (DBD CV00-0338520)
DTL-USA, INC., et al. v. Ridgefield Bank
(DBD CV00-0338142S)

Dear Ms. Liebel:

The Chief Justice today denied your "Joint Petition for Certification to the Supreme Court" filed pursuant to General Statutes Sections 52-263, 52-265a and Practice Book Section 84-2(4)."

Very truly yours,
/s/_____
Francis J. Drumm

Cc:

Joyce A. Morin
Kevin W. Ahhern
Robinson & Cole, LLP
Rucci, Burnham, Carta & Edelberg, LLC
Curtis Mallet- Prevost, Colt &Mosle, LLP
Halloran & Sage, LLP
Clerk, Danbury Judicial District
Hon. Kevin Tierney

APPENDIX A4

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

May 7, 2001

Ms. Yvonne Liebel
Suite 300
54 Danbury Road
Ridgefield, CT. 06877

Re: The Alliance Foundation, Inc., et al.
v. Eugene Grant et al. AC 21419 (DBD CV00-0338520)
DTL-USA, INC., et al. v. Ridgefield Bank
(DBD CV00-0338142S)

Dear Ms. Liebel:

On April 27, I wrote that the Chief Justice denied your "Joint Petition for Certification to the Supreme Court" filed pursuant to General Statutes Sections 52-263, 52-265a and Practice Book Sections 84-2(4).

The letter should have read and is now corrected to read; "The Chief Justice today (April 27) denied your 'Joint Petition for Certification to the Supreme Court' filed pursuant to General Statutes Sections 52-263, 52-265a and Practice Book Sections 84-2 (3), (4), and (5). The petition is dismissed as to Eugene Grant v. The Alliance Foundation, Inc. (DBD CV00-0341050), Eugene Grant v. Alliance Capital, Inc. (DBD CV00- 0341049) and (DBD CV00-0341048) because the movant is not a party in those matters."

Very truly yours,
/s/_____
Francis J. Drumm

Cc:
Joyce A. Morin
Kevin W. Ahhern
Robinson & Cole, LLP
Rucci, Burnham, Carta & Edelberg, LLC
Curtis Mallet- Prevost, Colt &Mosle, LLP
Halloran & Sage, LLP
Clerk, Danbury Judicial District
Hon. Kevin Tierney

APPENDIX A5

APPELLATE COURT
Of The
STATE OF CONNECTICUT

A. C. 21419
THE ALLIANCE FOUNDATION, INC. ET AL
Plaintiffs
V.
EUGENE GRANT, ET AL
Defendants

Appeal from Superior Court

BRIEF OF PLAINTIFFS/APPELLANTS
(WITH SEPARATE APPENDIX Vol. I, Vol. II and Vol. III)

JOYCE A. MORIN
Attorney for the Plaintiffs

YVONNE LIEBEL
PRO SE
54 Danbury Road, Suite 300
Ridgefield, CT 06877
Tel. (203) 431-8655
Fax: (203) 438-0040

JANUARY 25, 2001

To Be Argued By:
YVONNE LIEBEL
Legal Research By:
KEVIN W. AHERN, ESQ.

STATEMENT OF THE ISSUES

page

The Court through its conduct violated the Plaintiffs' right to due process of law as guaranteed under the Fourteenth Amendment of the Constitution of the United States of America as follows:

I. Whether the trial court (Langenbach, J.) erred/or Abused its discretion in granting the Defendant's application for case referral-complex litigation docket (CLD) to Stamford, Connecticut..... 5

II. Whether the trial court (Tierney, J.) erred and/or Abused its discretion in overruling the Plaintiffs' objection to the Defendant's application to transfer the case to the complex litigation docket in Stamford, Connecticut.....8

III. Whether the trial court erred and/or abused its Discretion when it failed to act on the Plaintiffs' motion for joinder of additional plaintiffs on five (5) separate occasions.....9

IV. Whether the trial court (Adams, J.) erred and/or abused It's discretion when it ordered the Plaintiffs to file a final complaint within 7 days, to include all potential new Plaintiffs and Defendants, while the case was still unfolding and while knowing that the Plaintiffs had just lost their in-house counsel and further denying a motion for continuance.....11

V. Whether the trial court erred and/or abused its discretion when it failed to act on the Plaintiffs' motion for joinder of additional Plaintiffs on five (5) separate occasions, causing the proposed additional Plaintiff to become Defendant in new law suits filed on November 20, 2000 by one of the Defendants.....13

VI. Whether the trial court erred and/or abused its

discretion when it failed to act on the Plaintiffs' motion for joinder of additional plaintiffs on five (5) occasions, causing the Plaintiffs inability to move to consolidate with the DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank retroactive to 9/18/2000.....15

VII. Whether the trial court (Adams, J. and Hiller, J.) erred And/or abused its discretion when it failed to act on the motion to consolidate on October 24, 2000, retroactive to September 18, 2000.....17

VIII. Whether the trial court erred and/or abused its discretion when it denied the Plaintiffs' motion to cite in PricewaterhouseCoopers, LLP and Reynolds and Rowella, LLP., As new party defendants.....19

Appendix B – Status Conference Transcript Excerpts 10/16/01
(Hon. Taggart Adams, Judge)

APPENDIX B

DOCKET NO: CV00-0338520S
THE ALLIANCE FOUNDATION, INC.
ET AL : SUPERIOR COURT OF
: CONNECTICUT
-VS- :JUDICIAL DISTRICT
:OF DANBURY
EUGENE GRANT, ET AL. :OCTOBER 16, 2000

BEFORE:
THE HONORABLE TAGGART D. ADAMS, JUDGE

APPEARANCE:

JOYCE MORIN, ESQ.
559 RT 6
P.O. Box 110
Mahopac, NY 10541
Attorney for Plaintiffs

ARTHUR K. ENGLE, ESQ.
Robinson & Cole LLP
695 E. Main Street
P.O.Box 10305, Stamford, CT 06804
Attorney for Eugene Grant

TRANSCRIPT OF STATUS CONFERENCE
HELD ON OCTOBER 16, 2000
Patricia Hubertus, Court Monitor

* * *

Page 21, lines 25-27

MR.ENGLE: Your honor, I have one question which is that, if this case is not transferred to the complex litigation docket, am I correct that you would not be overseeing this case in it's entirety?

Page 22 lines 1- 24

THE COURT: No, you're not
MR. ENGLE: You would be overseeing this case in it's entirety?
THE COURT: I'm going to find out if I can.
MR. ENGLE: Because that's…
THE COURT: I may go home and shoot myself.
MR. ENGLE :Because..
THE COURT: But that's one of the things I'm thinking about
MR. ENGLE: Because one of the reasons that we are applying for- - for transfer is that we want one judge- -
THE COURT: Right (Petitioner comment: here Judge Adams said: "I'm one Judge" this is an error in the transcript)
MR. ENGLE: (continuing)- - who will be able to oversee the entire process- -
THE COURT: Right.
MR.ENGLE : (continuing)- - and be able to- - not sort of pass the buck.
THE COURT: Right.
MR. ENGLE: So that's one- -
THE COURT: Well, if I have anything to do with it, the buck is not going to get passed. You may not like that.

APPENDIX B1

Page 36, lines 11-14

THE COURT: No. I said I'd do it in forty eight hours.
MR.FOGERTY: (attorney for the Defendant: Ridgefield Bank): All right. So you do that- -
THE COURT: October 26th.

APPENDIX B2

THE COURT: All right. Well, Ms. Liebel, I'm going to ask you one question very quickly. And that is, if you are so unfamiliar with the legal process and the judicial system, I guess my question is, why are - - you proceeding pro se?

MS. LIEBEL: Well, initially in 19- - in May 1997 I tried to go the conventional way. I went to various attorneys and tried to explain to them. But Your Honor, it may sound very impossible to you because you are in the system, but for me I found it totally impossible in this particular case to get counsel.

People just - - either this is not popular to people or it's just that they don't want to go against a very large law firm or bank because it presents business or presents difficulties. Most of the people I went to were self practitioners thought that it would be difficult for them to take this on. And big law firms do not like to go against other big law firms. And I'm not trying to put anyone down, and I have certainly a great respect for the justice system in this country because I am a foreigner, and I have seen other systems.

So all I'm saying, this is the experience of one woman, and it has been tough uphill battle. And I'm looking for the Court in some way to provide us some guidance where - - where the Court finds it necessary.

THE COURT: All right. Thank you.

Appendix C - Complex Litigation Docket Transcript Excerpts
11/15/01 (Hon. Kevin Tierney, Judge)

APPENDIX C

SUPERIOR COURT
JUDICIAL DISTRICT OF NORWALK STAMFORD
AT STAMFORD
STATE OF CONNECTICUT

----------X

THE ALLIANCE FOUNDATION, INC. ET AL,

Plaintiffs, Case No. CV00-0033852S
Date: November 15, 2000

Vs.

EUGENE GRANT, ET AL,
Defendants.

----------X

BEFORE THE HONORABLE KEVIN TIERNEY, JUDGE

A P P E A R A N C E S:

YVONNE LIEBEL, PLAINTIFF PRO SE
JOYCE MORAN, ESQUIRE, Attorney for the Plaintiffs
JOSEPH CLASEN, ESQUIRE, Attorney for Defendant Grant
MICHAEL HOENIG, ESQUIRE (error: Mark Hoenig is Defendant)
DAVID STONE, ESQUIRE (error: David Stone is a Defendant)
Attorney for Weil, Gotshal & Manges
Error: the Attorney for above Defendants is Michael Stanton Esq.

BRIAN WILLE, ESQUIRE
KAREN LINDER, ESQUIRE, Attorneys for Nagro and Solomon
STEPHEN FOGERTY, ESQUIRE, Attorney for Ridgefield Bank

Susan Wandzilak, Registered Professional Reporter

APPENDIX C2

Page 59, Lines 14-20

THE COURT: The Practice Book has been decimated by the rule that we have. And, there are numerous areas in which the practice book is not applicable. Please read the practice book and read it with the rule that you have to see which portions have been eliminated for complex litigation.

Page 20, lines 14-25

THE COURT: I have computer access. I am one of seven judges in the State that has that because the complex judges do. Ms. Rush has access for the purpose of making corrections and we make corrections in the computers on a regular basis in the event that the documents that we actually review do not reflect exactly what the computer says.

Page 78 , lines 15-20

MS. LIEBEL: And I really frankly don't know all the rules and regulations. And if this court at some point can provide me with some advice...that would be enormous help to me.

Page 79, lines 11-14, 15-27, Page 80, lines 1-4

THE COURT: There is no such assistance capable of being given to you by the judicial branch of the State of Connecticut.

MS. LIEBEL: Yes, I understand. I would be willing to pay for someone to just guide me through the procedures, the rules and procedures or if the Court can appoint someone. I am actually against a very severe problem.

THE COURT: You cannot make a request of this Court for an advisory opinion.

APPENDIX C3

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page 102, lines 6-18

THE COURT: In the main, I usually do not revisit the decisions that have already been made by other Superior Court Judges before the case was assigned to complex but I have the ability to do so. And the purpose of that is so that I can have consistent rulings. An example of an area in which I would not accept an order of the court, a request to revise, you must delete this phrase, I have now two conflicting decisions of two Superior Court judges in the same file. I am accepting none of those. I am going to void them both and I make my decision as to what the requests to revise contain. I will do that. (In Judge Adams' Status Conference on October 16, 2000 with regard to the request to revise issue: " Now, some of the requests to revise have already been ruled on by Judge Radcliff. All right. I'm not going back over any of that." Page 27, lines 10-12.)

APPENDIX C4

Page 64, Lines 12-23 C4

THE COURT: But Ms. Rush's chambers are here. My chambers are here. We have a locked door. You already understand that the locked door is difficult to get through. It accesses a public filing facility, Ms. Rush's office, two public courtrooms, the courtroom next door and my Courtroom, and a public restroom. No other locked door in the judicial branch seals off public access areas but it is locked because I am behind it. So, if I am the only one here and somebody is knocking at the door, I have to go to the door to open it up to find out whether it's safe.

APPENDIX C5

Page 35, lines 25-27, Page 36, lines

MS LIEBEL: After contacting over 30 attorneys, some of them are sole practitioners, some of them work for large firms, I tried to secure appropriate litigation counsel for myself and the plaintiff corporations of which I am their president. But, to this date, I have been denied fair and just representation. The two most common problems, Your honor, that I have encountered in this saga of mine were that either attorneys did not take the case, or worse, that they took the case but either withheld information or provided me with incorrect information under the guise of a legal opinion.

In the process, said attorneys squandered my limited funds and valuable time and became an absolute barrier to justice. Therefore, in addition to the significant imbalance of power between us, the plaintiffs, and the defendants in this case, the rights, my

rights, as a citizen and as president of these corporations as well as the rights of these plaintiff corporations to fair and just representation are denied and I feel they are violating our basic rights to justice. It is not that I did not want to spend money on this litigation. Your honor, I have spent a small fortune. I am in huge debt so far. And I am just- - there is one reason that I have been encountering all the time, why this is happening is because small practitioners or large legal firms do not seem to want to go against all these power opponents on the other side of this desk.

Page 80, Lines 10-14,

THE COURT: You are asking this Court to give you some sort of legal assistance or some sort of advice is not appropriate request that you should be making at this time or any other time unless you abide by those rules.

Page 80, Lines 21-24;

THE COURT: I know of no legal authority for this Court to consider appointing an advisor as to court proceedings for you. I know of no such method of doing so and I have over 20 years in providing legal aid assistance to people and litigants in the State of Connecticut and I still know of no such procedure.

MS. LIEBEL: Perhaps there are some other rules, Your Honor, that I am not aware of or I am not requesting them properly.

Page 81, Lines 1-3;

THE COURT: there may very well be rules that I am not aware of but it is your obligation to bring it to my attention. I don't know of any myself.

Page 94, Lines 19-22

THE COURT: You are not a lawyer but you are responsible to this Court as if you were an attorney. So your responsibility is to abide by the rules, okay.

APPENDIX C6

Page 37, lines 4-12

MS. LIEBEL: So, if you will be so kind, Your Honor, as to take into consideration when you make your decisions how difficult it is for me to drive to Stamford every time I need to file a document, every time I have to come to a hearing. Joyce has to come some distance. Physically it is very hard for her to do that and we are just very- - it's very much of a hardship considering where we are in this case.

Page 46, lines 14-27

MS. LIEBEL: Yes, Your Honor. Number one, on the issue that counsel can travel to Stamford just as easily as she can travel to Danbury, certainly that can be argued. But, the fact is that I also live in the Danbury area makes it so that she can travel both to the courthouse and to me and we can do all of this within- - at the same time. She can come and discuss things with me. She can work with me. She can sign documents with me and then we are just about ten minutes away, 15 minutes away from the courthouse. It makes it much easier for us to do so. She can not physically travel long distances so she would have to travel to me and then she would have to travel separately at times to Stamford.

Page 47, lines 1-18

Also, in addition to this, her time is very limited. She can only give me one to two days a week and much of this time is given both to consultation as well as travel. And, this is why this issue has become one of logistic nature.

Now, I understand if I was a lawyer in a law firm, this shouldn't be a problem, you can always send someone else to

replace. But, you are looking at it. This is it. I am the one that is typing. I am the one that is preparing. I am the one on the phone calls to outside counsel to try to get ideas and opinions on the various issues, sometimes successfully, sometimes not. And, so, I am the one that is doing all of this. I am the one that is traveling so this would be really extremely difficult. This is on the issue of physical handicap on my part.

On the issue of a single Judge... I understand that Judge Adams is a Harvard graduate - - I would imagine there is enough of a support system for the Judge to help him deal with issues of complex nature.

Page 49, Lines 13-20

THE COURT: The matter is submitted to the court. Objection to transfer t complex litigation dated November 9, 2000, denied. Objection to complex litigation October 12, 2000, denied. Objection to complex litigation October 31, 2000, denied. In effect, these three objections being the only objections, the objections are overruled. This matter is before this Court as the complex litigation judge.

APPENDIX C7

Page 47, Lines 23-27

MS. LIEBEL: On the issue of complexity of this case...you can say that it is actually a rather simple case because this comes down to a single woman who is a president of a corporation which is

Page 48

nonprofit who chose to take on a partner that liked what she did, supported what she did so much so that he decided to take over all of those intellectual assets, whatever, whatever assets that were

established over a ten year period of hard labor, blood , sweat and tears... And he thought that he could get away with all that...the partner and several other partners just decided that they could do better or wanted it for themselves, for whatever personal reasons they had, and have taken it...under fraudulent misrepresentation.

APPENDIX C8

Page 68, Lines 20-27 and Page 69, Lines 1-3 C8

THE COURT: I have a habit of rendering decisions from the bench that are complete with citations and quotations, all right, and I use those and pull them apart and give the decision so I don't have to spend the extra time writing and redrafting. It is extra time for me to be involved in the case and you get a complete decision that I can sign the transcript. And it is the same as another decision except it is different use of vocabulary that happens when you speak as opposed to writing.

Appendix D : Other Supporting Documents

APPENDIX D

STATE OF CONNECTICUT
SUPERIOR COURT-CIVIL DIVISION

APPLICATION FOR CASE REFERRAL-
COMPLEX LITIGATION DOCKET (CLD)

10/12/2000

11. Why should this case be referred to the CLD?

INSERT FOR NUMBER 11 "....Having a single judge handle the case would save valuable judicial resources that would otherwise be expended if several judges had to become acquainted and reacquainted with the facts and procedural status of the case. Therefore, this case should be transferred to the complex litigation docket."

Name and Address of Applicant: Eugene Grant c/o Robinson & Cole LLP, 695 E. Main St. Stamford, CT 06901
Signed: Arthur R. Engle

APPENDIX D1

No. CV 00-0338520-S

THE ALLIANCE FOUNDATION, INC.	: SUPERIOR COURT
And YVONNE LIEBEL, et al.	: JUDICIAL DISTRICT OF
Plaintiffs	: DANBURY AT
v.	: DANBURY
EUGENE GRANT, et al.	: OCTOBER 12, 2000

Defendants,

OBJECTION TO DEFENDANT EUGENE GRANT'S APPLICATION FOR CASE REFFERRAL-COMPLEX LITIGATION DOCKET (CLD)

The Plaintiffs, The Alliance Foundation, Inc, et al. hereby object to Defendant, Eugene Grant's application for case referral-complex litigation docket (CLD) for the following reasons:

a. The Plaintiff Yvonne Liebel, is representing herself pro se as well as overseeing the representation of all Plaintiffs. This includes but is not limited to the preparation and filing of the voluminous documents responding to each of the multiple Defendants' motions, requests, demands, etc. Since the Plaintiffs do not have the funds to retain a full time counsel, Plaintiff, Yvonne Liebel is doing all the day to day tasks necessary for this litigation, as well as consulting with various attorneys as issues arise. Therefore, if the Court is located at a great distance she would have to travel extensively to reach the Court. This would cause undue hardship on Yvonne Liebel from a logistical, financial and physical perspective; would prejudice her ability to seek relief from this Court; and therefore maybe detrimental to the entire case;

b. Many witnesses will be from the Ridgefield Danbury area;

c. In the interest of justice, more than one judge's opinion would be beneficial to this case;

d. Judges in the Danbury Superior Court are just as competent as any others to understand the issues of this case;

e. Joyce A. Morin, attorney of record, is an in-house counsel for the Plaintiffs, working on a part-time basis of two days a week at a minimal fee, in order to assist this charitable organization and its related entities. Joyce Morin is a sole practitioner with her office in New York State. Attorney Morin is physically disabled because of Multiple Sclerosis and is therefore unable to drive long distances. Since the Danbury Superior Court is very close to the Plaintiffs' location, Morin is able to conduct her legal responsibilities within the limited time period allocated. Changing the geographical location of the court would create undue hardship on this attorney and extensive expense to the Plaintiffs should Plaintiffs have to retain alternate counsel. Plaintiffs do not have any income to support retaining an appropriate counsel who would be willing to take this case based on the generosity of Attorney Morin's terms;

f. All Plaintiffs as well as two of the Defendants are located in the Danbury area. None of the Plaintiffs and none of the Defendants are located in the areas of the proposed complex litigation courts.

In summary, these Plaintiffs pray that this Court deny Defendant's application for case referral to the Complex Litigation Docket and that this case remain with the Superior Court located at Danbury, Connecticut, in order that justice will prevail.

Respectfully submitted by: THE ALLIANCE FOUNDATION, INC. and YVONNE LIEBEL

/S/_____
BY: Joyce A. Morin, Juris No. 309822 and Yvonne Liebel, pro se

APPENDIX D2

ALLIANCE FOUNDATION VS.
GRANT, EUGENE CV-00-0338520-S

ORDER RE: COMPLEX LITIGATION
PURSUANT TO PUBLIC ACT 99-215 SEC. 27 (A), I ORDER THIS CASE TRANSFERRED TO THE COMPLEX LITIGATION DOCKET AT STAMFORD, HAVING DETERMINED THAT SUCH TRANSFER IS REQUIRED FOR THE EFFICIENT OPERATION OF THE COURTS AND THE PROPER ADMINISTRATION OF JUSTICE. ANY PARTY OBJECTING TO THE TRANSFER SHALL FILE SUCH OBJECTION ENTITLES "OBJECTION TO THE TRANSFER TO COMPLEX LITIGATION" WITH THE COURT AT STAMFORD.,123 HOYT ST., STAMFORD, CT 06905 WITHIN 20 DAYS OF THE DATE OF THIS ORDER, WHICH SHALL BE SCHEDULED FOR ARGUMENT BEFORE THE P J OF CLD AT STAMFORD. CONTINUE TO FILE ALL PAPERS IN THE ORIGINATING COURT UNTIL RECEIPT OF TRANSFER NOTICE. JOHN J. LANGENBACH, CHIEF ADMINISTRATIVE JUDGE.

YVONNE LIEBEL
54 DANBURY RD. SUITE 300
RIDGEFIELD, CT 06877

SUPERIOR COURT
146 WHITE STREET
DANBURY, CT 06810

DATED: OCT 24, 2000
DBD

APPENDIX D3

NO.CV00-0338520S

THE ALLIANCE FOUNDATION, INC. AND YVONNE LIEBEL, ET AL. — SUPERIOR COURT

V. — JUDICIAL DISTRICT OF DANBURY

EUGENE GRANT, ET AL. — NOVEMBER 15, 2000

MEMORANDUM OF DECISION

RE: PLAINTIFFS' MOTION TO CITE IN NEW PARTY DEFENDANTS

This Motion has been referred by Judge Adams.
The court, having reviewed all documentation provided by the parties, and the law applicable thereto, finds as follows:

1. As to Bridge to Brotherhood, Inc., Ira Millstein and Marvin Jacob: testimony and evidence relevant to the Plaintiffs' allegations would necessarily involve their relationship to and interaction with present defendants as to the alleged wrongdoing. A complete determination of the issues would be assisted and the interests of justice and judicial economy be better served by the inclusion of these parties. As to these, the Plaintiffs' Motion is granted. Plaintiffs shall take all requisite steps necessary to cite and add these parties no later than December 15, 2000.

2. As to PricewaterhouseCoopers, LLP, and Reynolds and Rowella, LLP: the allegations appear, at most, separate,

distinct and not closely connected with the charges against the Defendants. Their inclusion is not necessary to a complete and accurate determination of the issues and would complicate and confuse the issues. Therefore, the request to add these parties is denied.

/s/ Hiller, J.

APPENDIX D4

ALLIANCE FOUNDATION VS.
GRANT, EUGENE CV-00-0338520-S

THE COURT (TIERNEY, J.) HAS SCHEDULED A HEARING ON THE PLAINTIFF'S OBJECTION TO COMPLEX LITIGATION FOR WEDNESDAY, NOVEMBER 15, 2000 AT 10:00 A.M. AT 229 NORTH STREET , STAMFORD, CT. IN THE EVENT THAT THE OBJECTION IS OVERRULED, COUNSEL MUST BE PREPARED TO DISCUSS THE FILE IN DETAIL WITH THE COURT AND SHOULD BRING COPIES OF THE OPERATIVE PLEADINGS AND ANY OUTSTANDING MOTIONS.

DIRECT ALL QUESTIONS TO ROSE ANN RUSH, COURT OFFICER AT (2030 324-0227 EXTENSION 334.

YVONNE LIEBEL
54 DANBURY RD. SUITE 300
RIDGEFIELD, CT 06877

SUPERIOR COURT
146 WHITE STREET
DANBURY, CT 06877

DATED: OCT 25, 2000
DBD

APPENDIX D5

CV 00 0338520
Alliance Foundation, et al. v. Grant,
Eugene, et al. : SUPERIOR COURT

CV 00 0341048
Grant, Eugene M. v. Alliance Capital, Inc. : J.D. OF DANBURY

CV 00 0341049
Grant , Eugene M, v. Alliance Capital, Inc. : AT DANBURY

CV 00 0341050
Grant, Eugene M. v. Alliance Foundation : January 8, 2001

NOTICE
REGARDING THE FOLLOWING PENDING MOTIONS:

Alliance Foundation v. Grant CV 000335820
Motion # 133.25 Plaintiff's Motion to Consolidate with CV 00 0338142 dated October 24, 2000

Motion #141 Plaintiff's Motion to Consolidate with CV 00 0341048 dated December 4, 2000

Motion #142 Plaintiff's Motion to Consolidate with CV 00 0341049 dated December 4, 2000

Motion #143 Plaintiff's Motion to Consolidate with CV 00 0341050 dated December 4, 2000

Motion #145 Defendant Eugene Grant's Objection to Motion to Consolidate with CV 00 034 1050 dated December 15, 2000

Motion #146 Defendant Eugene Grant's Objection to Motion to Consolidate with CV 00 0341048 dated December 15, 2000

Grant, Eugene v. Alliance Capital Inc. CV 00 0341048
Motion # 102 Defendant's Motion to Consolidate with CV 00 0338520 dated December 4, 2000

Motion #103 Plaintiff's Objection to Motion to Consolidate With CV 00 0338520 dated December 15, 2000

Grant, Eugene v. Alliance Capital Inc. CV 00 0341049
Motion # 102 Defendant's Motion to Consolidate with CV 00 0338520 dated December 4, 2000

Motion #103 Plaintiff's Objection to Motion to Consolidate With CV 00 0338520 dated December 15, 2000

Grant, Eugene v. Alliance Foundation CV 00 0341050
Motion # 102 Defendant's Motion to Consolidate with CV 00 0338520 dated December 4, 2000

Motion #103 Plaintiff's Objection to Motion to Consolidate With CV 00 0338520 dated December 15, 2000

The above motions and objections have been submitted to this court. Alliance Foundation, et al. v. Eugene Grant, et al., Docket No. CV 00 0338520 has been transferred to the Complex Litigation Docket, which transfer has been appealed. The "Grant v. Alliance" Cases (Docket No. CV 00 0341048, docket No. CV 00 0341049, and Docket No. CV 00 0341050) have been proposed for transfer to the Complex Litigation Docket. Under these circumstances, the above

motions to consolidate and the respective objections will not be acted on at this time.

The Court will review the status of these motions and these cases in (30) days unless developments suggest an earlier review.

/s/ Adams, J.

APPENDIX D6

GRANT, EUGENE M. VS.
ALLIANCE CAPITAL, INC. CV-00-0341048/49/50

NOTICE OF A HEARING:

THE COURT HAS SCHEDULED A HEARING ON THE DEFENDANT'S OBJECTION TO TRANSFER TO THE COMPLEX LITIGATION DOCKET DATED JANUARY 26, 2001. THE HEARING IS SCHEDULED FOR MONDAY, MARCH 12, 2001 AT 10:00 AM, AT 229 NORTH ST., STAMFORD CT BEFORE THE HON. KEVIN TIERNEY. ATTENDANCE IS MANDATORY. IN THE EVENT THE COURT OVERRULES THE OBJECTION, COUNSEL SHOULD BE PREPARED TO DISCUSS THE FILE IN DETAIL AND SHOULD BRING COPIES OF THE PLEADINGS. DIRECT ANY QUESTIONS TO ROSE ANN RUSH, COURT OFFICER AT 203-324-0227 EXTENSION 334.

SUPERIOR COURT
146 WHITE STREET
DANBURY, CT 06810

JOYCE A. MORIN
559 RTE. 6
P.O. BOX 110
MAHOPAC NY 10541

DATED: FEB 22, 2001 DBD

APPENDIX D7

A.C. 21419	:	Superior Court
Docket No. CV000338520	:	Complex Litigation
The Alliance Foundation,	:	Docket at Stamford
Inc. et al.	:	
v.		
Eugene Grant, et al.	:	February 2, 2001

ORDER

This Court, Tierney, J., replies to the Plaintiffs' Motion For Rectification of Transcripts, dated January 22, 2001.

The Plaintiffs have prefaced the PROPOSED CORRECTIONS section of Exhibit A by stating: " The proposed corrections listed below may not reflect all corrections both technical and of substance. This Transcript needs further review to accurately address further corrections."

This Court, Tierney, J., will only comment on "Transcript #1", November 15, 2000, since this court did not preside over the October 16, 2000 hearing in "Transcript #2." This court will rule only on the items numbered 1-20 in Exhibit A. This court has not been requested to review other portions of "Transcript #1." This order will be filed with the Appellate Court in accordance with Practice Book Section 66-5.

In accordance with Practice Book Section 66-5, this court, as the trial judge who presided over the November 15, 2000 hearing finds: (1) No hearing shall be held "at which arguments may be heard, evidence taken or a stipulation of counsel received and approved." (2) This court will "make such corrections or

additions as are necessary for the proper presentation of the issues raised or for the proper presentation of questions reserved." (3) This court has reviewed the PROPOSED CORRECTIONS contained in Exhibit A of Plaintiffs' Motion For Rectification of Transcripts dated January 22, 2001 and compared it with the complete transcript of November 15, 2000 hearing, submitted and certified by Susan Wandzilak, Registered Professional Reporter, who was the court reporter at the November 15, 2000 hearing. (4) Certain errors have been corrected as set forth in the following paragraphs of this ORDER; said paragraphs are numbered 1-20 to correspond with the paragraphs numbered 1-20 of the Plaintiffs' PROPOSED CORRECTIONS.

1. Page 1, line 4: "CV00-0338520S" replaces CV00-0033852S;
2. Page 1, line 12: "Morin" replaces Moran. Note: throughout the transcript, attorney Joyce Morin's name should be corrected. This court, therefore, will not reference further the incorrect spelling of Morin as Moran;
3. Page 1, lines 15-17: " MICHAEL K. STANTON, ESQUIRE, Attorney for Weil, Gotshal and Manges, Mark Hoeig and David Stone" replaces lines 15-17 entirely. Mark Hoenig and David Stone are parties represented by Attorney Stanton. Therefore " Mr. Stanton" must be substituted for Mr. Hoenig on page 9, lines 1, 6, and 10; and page 13, line 27.
4. Page 2, line 24: " Michael Stanton for Weil, Gotshal and Manges, Mark Hoenig, and David Stone" replaces lines 24 and 25 entirely;
5. Page 11, line 18: "October 16" replaces August 16;
6. Page 16, line 8: "DTL-USA" replaces DTLU;
7. Page 16, line 12: "DTL-USA" replaces DTLU
8. Page 16, line 25 : "DTL-USA" replaces DTLU
9. Page 34, line 12: "new" replaces no;
10. Page 34, line 26: No Change;
11. Page 43, line 25: "To" replaces Sister; Page 43, line 25: "Ira Millstein" replaces Hire Milstein;

12. Page 43, line 26: "Reynolds and Rowella" replaces Ellends (ph);
13. Page 49, line 7: "philosophically" replaces philosophy;
14. Page 76, line 4: No change;
15. Page 76, line 22: "Ministry of" replaces administrative;
16. Page 81, line 16: "Qiriat Arba" replaces Curiot Arba (ph);
17. Page 81, line 19: " Qiriat" replaces Curiot;
18. Page 89, line 17: No change;
19. Page 99, line 22: "116" replaces 160;
20. Page 114, line 20: No change; the court record ended when this court recessed at 1:12 p.m.

The request "to tape all future hearings" is DENIED. Practice Book Section 1-10.

SO ORDERED.
Dated this 2nd day of February, 2001

BY THE COURT

/S/_____
Tierney, J.

NOTICE SENT: 2/9/01
JOYCE A. MORIN
YVONNE LIEBEL, PRO SE
ROBINSON & COLE, LLP
RUCCI, BURNHAM, CARTA & EDELBERG, LLC
CURTIS MALLET-PREVOST, COLT & MOSLE, LLP
HALLORAN & SAGE, LLP
CLERK, SUPERIOR COURT, DANBURY
CV00 0338520S

APPENDIX D8

A.C. 21419	:	Superior Court
DOCKET NO. CV000338520		
The Alliance Foundation, Inc.	:	Complex Litigation
Inc. , et al.		Docket at Stamford
v.		
Eugene Grant, et al.	:	February 23, 2001

ORDER

This court, Tierney J., replies to the Plaintiffs' Motion for Rectification of Docket Sheets and Missing files dated January 22, 2001.

The Plaintiffs' motion requested the following relief on page 6, " The Plaintiffs respectfully move this court for an order to correct the docket sheets contained within the court's file and the state of the file to conform to the true state of the pleadings, including but not limited to the items listed in Exhibit E, pursuant to P.B. Section 66-5." Exhibit E is a one page letter with a five page attached list from the Plaintiff Yvonne Liebel to Robert Jackson, Assistant Clerk, Superior Court Judicial District of Danbury.

In accordance with Practice Book Section 66-5, this court as the trial judge who presided over the November 15, 2000 hearing finds: (1) No hearing shall be held "at which arguments may be heard, evidence taken or a stipulation of counsel received and approved." (2) This court shall make such corrections or additions as are necessary for the proper presentation of the issues raised or for the proper presentation of questions reserved.' (3) This court has reviewed the original portions of the court's file in the possession of the Presiding Judge, Complex Litigation Docket, Judicial District of

Stamford-Norwalk. (4) After said review this court makes the following findings:

(a) this file is physically in the Danbury J.D. and never has been physically in Stamford;
(b) once the objection to transfer to Complex Litigation Docket was overruled on November 15, 2000, the Court Officer for the undersigned requested Therese Servas, TCA/Chief Clerk, Judicial District of Danbury send the file to Stamford;
(c) once the notice of appeal of, inter alia, the transfer to Complex Litigation was received, the Court Officer notified Ms. Servas on December 1, 2000 that the file should not be forwarded until either the appeal was dismissed or there was a termination of stay as to the transfer;
(d) the only original filings/pleadings that are in Stamford are as follows:

(i) #129- Application for Case Referral to Complex Litigation Docket dated 10/12/00, filed by Defendant Grant;
(ii) #131- Objection to Application for Case Referral to Complex Litigation Docket, dated October 12, 2000, filed by Plaintiffs;
(iii) #131.10- Supplement to October 12, 2000, Objection dated October 31, 2000, filed by the Plaintiffs;
(iv) #137- Objection to the transfer to Complex Litigation Docket, dated November 9, 2000 filed by Plaintiffs;
(v) #138- Motion for Continuance dated November 14, 2000, filed by Plaintiff Liebel.

(e) two of the items contained in paragraph 4(d) (i)- 4 (d) (v) were previously forwarded to the Appellate Court by the Complex Litigation Court Officer.

A copy of this order is being sent to Robert Jackson, Assistant Clerk, Superior Court Judicial District of Danbury along

with copies of the five documents set forth in paragraph 4 (d) (i)- 4 (d) (v) above.

All other requests made by the Plaintiffs of this Court are denied since this Court does not have and never did have possession of the remainder of the file.

SO ORDERED
Dated this 23rd day of February, 2001

BY THE COURT

/S/_____
Tierney, J.

Notice: 2/27/01
Yvonne Liebel
Joyce A. Morin
Curtis Mallet-Prevost, Colt & Mosle
Halloran & Sage, LLP
Robinson & Cole, LLP
Rucci, Burnham, Carta & Edelberg, LLC.
Clerk, Danbury J.D.
bjm

APPENDIX D9

Docket No. CV00-0341050S/49S/48S

Grant, Eugene	:	Superior Court
v.	:	Complex Litigation Docket at Stamford
Alliance Foundation	:	March 8, 2001

ORDER

1. The Motion for Continuance filed by Joyce A. Morin, counsel of record for Alliance Foundation, dated March 7, 2001 is DENIED.
2. The appearance filed by Joyce A. Morin for Alliance Foundation, is a general appearance for all purposes. The Practice Book does not permit conditional appearances in civil cases. No court has entered an order regarding any conditions to the general appearance of Joyce A. Morin for Alliance Foundation. Therefore, Joyce A. Morin's appearance is not conditional and she is required to appear before this court on March 12, 2001 at 10:00am fully authorized to speak for and bind her client, Alliance Foundation, according to law, in the same manner as all other counsel filing an appearance for parties in other civil actions in the Connecticut Superior Court.

SO ORDERED.

BY THE COURT,

/S/_____
Tierney, J.

Transcript Excerpt from Complex Litigation Docket hearing in Stamford before Hon. Judge K. Tierney, on November 15, 2000

Page 35 lines 12-18

MS. LIEBEL: Attorney Joyce Morin who I have a great deal of respect for and she has tried to help me to the best of her ability, she formally represents all the plaintiffs but primarily all she does is she reads documents prepared by me, edits the language and signs these documents to comply with the legal state requirement.

APPENDIX D10

Docket No. CV00-0341050S/49S/48S		
Grant, Eugene	:	Superior Court
v.	:	Complex Litigation Docket at Stamford
Alliance Foundation	:	March 9, 2001

ORDER

The Motion for Continuance filed by Attorney Joyce A. Morin via fax on March 9, 2001 is DENIED for failure to comply with Practice Book Sections 3-9 and 3-10.

SO ORDERED

BY THE COURT,

/S/_____
Tierney, J.

APPENDIX D11

Docket No. CV-00-0341048/49/50S	: SUPERIOR COURT
EUGENE GRANT	: JUDICIAL DISTRICT OF DANBURY
VS.	: AT DANBURY (also filed in Stamford)
ALLIANCE CAPITAL, INC.	: JANUARY 26, 2001

OBJECTION TO THE TRANSFER TO COMPLEX LITIGATION DOCKET

ORDER

The foregoing objection having been heard, it is hereby ordered : Overruled

THE COURT (Tierney, J.)
3/12/01

/S/_____
R Rush, Court Officer

APPENDIX D12

NO. A.C.21419
ALLIANCE FOUNDATION, INC.
ET AL. : APPELLATE COURT
V. : STATE OF CONNECTICUT
EUGENE GRANT ET AL. : MARCH 21,2001

ORDER

THE MOTION OF THE PLAINTIFFS-APPELLANTS, FILED FEBRUARY 20, 2001, FOR REVIEW OF ORDER CORRECTING TRANSCRIPT, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY

O R D E R E D NO ACTION NECESSARY.*

BY THE COURT,

*APPEAL DISMISSED THIS DATE.

/S/_____
ASSISTANT CLERK-APPELLATE

NOTICE SENT: MARCH 22, 2001
HON. KEVIN TIERNEY
CLERK, SUPERIOR COURT, DANBURY
CV00 0338520
JOYCE A. MORIN
RUCCI, BURNHAM, CARTA & EDELBERG, L.L.C.
YVONNE LIEBEL
ROBINSON & COLE
CURTIS MALLET-PREVOST, COLT & MOSLE
HALLORAN & SAGE, LLP

Er 779/002843

APPENDIX D13

NO. A.C.21419
ALLIANCE FOUNDATION, INC.
ET AL. : APPELLATE COURT
V. : STATE OF CONNECTICUT
EUGENE GRANT ET AL. : MARCH 21,2001

ORDER

THE SECOND REQUEST AND SUPPLEMENT MOTION OF THE APPELLANT, FILED MARCH 7, 2001, FOR RECTIFICATION OF DOCKET SHEETS AND MISSING FILES WHICH THE COURT TREATS AS A MOTION FOR ORDER, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY

O R D E R E D NO ACTION NECESSARY.*

*APPEAL DISMISSED THIS DATE.

BY THE COURT,

/S/_____
ASSISTANT CLERK-APPELLATE

NOTICE SENT:3/23/01
ROBINSON & COLE
RUCCI, BURNHAM, CARTQA & EDELBERG
YVONNE LIEBEL
CURTIS MALLET-PREVOST, COLT & MOSLE
HALLORAN & SAGE, LLP
JOYCE A. MORIN

Bjm 834-002907

APPENDIX D14

NO. A.C.21419
ALLIANCE FOUNDATION, INC.
ET AL. : APPELLATE COURT
V. : STATE OF CONNECTICUT
EUGENE GRANT ET AL. : MARCH 21,2001

ORDER

THE MOTION OF APPELLANT, FILED MARCH 3, 2001, FOR REVIEW OF JUDGE TIERNEY'S ORDER DATED FEBEUARY 23, 2001, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY

O R D E R E D NO ACTION NECESSARY.*

BY THE COURT,

*APPEAL DISMISSED THIS DATE.

/S/_____
ASSISTANT CLERK-APPELLATE
SUSAN C. REEVE

NOTICE SENT: MARCH 22, 2001
ROBINSON & COLE
RUCCI, BURNHAM, CARTQA & EDELBERG
YVONNE LIEBEL
CURTIS MALLET-PREVOST, COLT & MOSLE
HALLORAN & SAGE, LLP
JOYCE A. MORIN
HON. KEVIN TIERNEY
CLERK, SUPERIOR COURT, DANBURY
CV00 0338520S
Er 831/002908

APPENDIX D15

KEVIN W. AHERN
Attorney at law
33 Heritage Hill Road, Branford, Ct. 06405
Tel: 203-488-4520, Fax: 203-488-1465, E-mail: kwsahe@earthlink.net

March 30, 2001

To: Yvonne Liebel
From: Kevin W. Ahern
Re: Alliance Foundation, Inc., Et Al v. Eugene Grant, Et Al.

Dear Eva:

As I was passing through Stamford this morning I stopped at the Court house to review the files in the three new cases. While I was there the clerk informed me that your appeal in the above captioned matter was dismissed on March 22, 2001. You should check with Joyce immediately to see if she received a memorandum of decision.

/s/Kevin

APPENDIX D16

KEVIN W. AHERN
Attorney at law
33 Heritage Hill Road, Branford, Ct. 06405
Tel: 203-488-4520, Fax: 203-488-1465, E-mail: kwsahe@earthlink.net

April 3, 2001

To: Yvonne Liebel
From: Kevin W. Ahern
Re: Grant V. Alliance Capital, Inc.
Grant V. Alliance Capital, Inc.
Grant V. Alliance Foundation, Inc.

Dear Eva,

I remind you that I need input from you to complete the preliminary designation of pleadings for the appeal of the above cases. We should file these pleadings soon.

I received a call from Robinson and Cole this morning. One of their attorneys wants to discuss these cases before filing a motion to dismiss. It is customary to return calls to opposing counsel. Do you wish to participate in the conversation?

Sincerely,

/s/Kevin W. Ahern

* * *

April 4, 2001
To: Yvonne Liebel
From: Kevin W. Ahern
Re: Eugene Grant V. alliance Foundation, Joint Appeal

Dear Eva:

You had indicated that you wanted to discuss the preliminary designation of documents for the above appeal. Too date I have sent you several letters requesting your input. I reviewed the court files in both Stamford and Danbury. I made an index of these files' contents. The Preliminary designation of pleadings has to be based upon the contents of the Court file. As I previously explained to you the Appellate Court sits as a court of review. It determines the propriety of the trial court's actions with respect to the contents of the file. I can put together a preliminary designation of pleadings from the court files if you wish. I really am not certain what else it is that you want included which was contained in your 121fax. That was the subject of the above referenced letters to you earlier this week.
/s/Kevin W. Ahern * * *

April 7, 2001
To: Yvonne Liebel
From: Kevin W. Ahern
Re: Eugene Grant V. alliance Foundation, Joint Appeal

Dear Eva:

We need to file the supporting documents with the Appellate Court in the above matters. You had indicated that you wanted to have some input with respect to the preliminary designation of documents. I have sent you several letters concerning this matter. Wee need to get these documents on file very soon or we may run into problems with late filing.

Pursuant to your instructions I worked on the petition for certification in the case of the Alliance Foundation, Inc. et al. v. Eugene Grant et al. rather than the supporting appellate pleadings for the above captioned matters this weekend. However, following the completion of the other work, I went back to work on the above mentioned supporting documents for the appeal.

Enclosed are the preliminary statements of issues, preliminary designation of pleadings, docketing statement, statement for preargument conference, notice of appeal and docketing sheets. Please review them at your earliest convenience. We need to file these documents very soon.

Thank you for your kind attention to this matter.

Sincerely,
/s/ Kevin W. Ahern

* * *

April 10, 2001
To: Yvonne Liebel
From: Kevin W. Ahern
Re: Eugene Grant V. alliance Foundation, Joint Appeal

Dear Eva:

I faxed you the supporting documents for the appeal of the above three matters over the weekend. Please review them. These documents need to be filed with the Court.

Sincerely,
/s/Kevin Ahern

* * *

April 13, 2001
To: Yvonne Liebel
From: Kevin W. Ahern
Re: Eugene Grant V. alliance Foundation, Joint Appeal

Eva:

There may be a way to transfer the appeals pending in the above captioned matter to the Supreme Court without having to withdraw them from the appellate court or file a new appeal. However, you need to file the supporting appellate documents that I faxed you last weekend in order to do it. I urge you to file these documents soon. I think you need the input of all your attorneys in this matter before a decision is made on the business of transfer.

Sincerely,
/s/ Kevin W. Ahern

* * *

April 18, 2001
To: Yvonne Liebel
From: Kevin W. Ahern
Re: Eugene Grant V. alliance Foundation, Joint Appeal

Eva:
..... There is also the matter of the pending appeal to the Appellate Court in this matter. Do you wish to proceed with it? Do you wish to file the supporting documents? If so, we need to file them very soon. Otherwise, the Court may dismiss the appeal on its own motion or motion of opposing counsel. The Court wants t know what you want to do. We need to answer the Court's telephone inquiry. I repeatedly asked you how you wish to proceed in this matter with respect to filing these documents. I still do not have an answer. Do you want to move for an extension of time? Do you want to begin drafting Briefs? If so time is becoming short. Furthermore, the Court may not allow you a duplicate appeal to the Supreme Court in the same matter, or duplicate appeals may open the door to opposing counsel's motion to dismiss one or the other.

Please call me today to discuss these matters.
Thank you for your kind attention in this matter.

Sincerely,
/s/Kevin W. Ahern

APPENDIX D17

P.O.BOX 3245 RIDGEWAY STATION
123 HOYT STREET
STAMFORD, CONNECTICUT 06905

EFFECTIVE DATE 03/30/2001 OF TRANSFERRED CASE -
THE FOLLOWING DOCKET NUMBER:
CV-01-0183182-S
HAS BEEN ASSIGNED TO THE CASE OF:
ALLIANCE FOUNDATION ETAL
VS.
GRANT, EUGENE ET AL

WHICH HAS BEEN TRANSFERRED BY THE CURT TO:
STAMFORD JUDICIAL DISTRICT.
PLEASE USE THIS NUMBER ON ALL FUTURE PLEADINGS,
MOTIONS, AND CLAIM SLIPS.

CLERKS OFFICE, JUDICIAL DISTRICT
SUPERIOR COURT
P.O.BOX 3245 RIDGEWAY STATION
123 HOYT STREET
STAMFORD, CONNECTICUT 06905

JOYCE A. MORIN
559 RTE. 6
P.O.BOX 110
MAHOPAC NY
10541

APPENDIX D18

Faxed on April 19-01 at 1:06 PM by Attorney Ahern 203-488-1465

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 16, 2001

Dear Counsel and Pro se Parties:

The attached, recently-filed appeal, has been assigned docket number A.C.21768 Eugene M. Grant v. Alliance Capital Inc.

The case manger responsible for this appeal is: Cynthia Gworek Questions are encouraged; to ask them, direct-dial your case manager at 860-757-2149.

It is the policy of the Appellate system to maintain normal operations (9am to 5 pm, Monday through Friday) whenever reasonably possible. There maybe occasions, however, when normal operations may be temporarily suspended or curtailed, such as severe inclement weather. On those occasions, a recorded message will be played when the general public number, 860-757-2200, is dialed.

Documents due on a day when operations are suspended or curtailed may be filed on the next day when the office is required to be open. Practice Book Section 63-2.

We strive to conduct the business of the Courts courteously and efficiently. If you have comments about how we do that, I would like to hear from you.

Very truly yours,

/s/_____

Francis J. Drumm, Jr.

APPENDIX D19

Kevin W. Ahern
Attorney at law
33 Heritage Hill Road, Branford, CT 06405
Tel: (203) 488-4520 Fax: (203) 488-1465

April 22, 2001

Appellate Court
231 Capitol Avenue
Hartford, CT

Attention: Appellate Clerk
Re: Grant v. Alliance Capital Inc.
Docket No. CV 00 0341048 S
Grant V. Alliance Capital, Inc.
Docket No. CV 00 0341049S
Grant V. The Alliance Foundation, Inc.
Docket No. CV 00 0341050S

Dear Sir/Madam:

On March 29, 2001 Alliance Capital, Inc. and The Alliance Foundation, Inc. filed a notice of joint appeal with the Superior Court in the Judicial District of Danbury at Danbury. The issues presented for appeal were similar to those contained in an appeal which was assigned the docket number of AC 21419, which had been dismissed on March 22, 2001. The Defendants in the above captioned matters were not notified of the dismissal, and found out about it completely by accident on March 30, 2001. Despite the dismissal by the Appellate Court, this dismissal is not a final judgment. Certification for review of this matter is being sought from the Supreme Court. Had the Defendants in the above captioned matter known of the dismissal, they would not have filed the appeal., but rather would have sought direct review by the Supreme Court pursuant to CGS Section 52-265a.

The Defendants did not file the supporting documents required by PB Section 63-4. The Appellate Clerk assigned a docket number of AC 21768 to this joint appeal before the Appellants filed an endorsed copy of the appeal and any of the PB Section 63-4 documents. PB Section 63-3 clearly indicates that a docket number is to be assigned only after the appellants have the endorsed copy of the appeal form. My client has not authorized me to file a withdrawal of this appeal, but instead requests the Appellate Clerk to reverse all actions taken in this matter to date.

With respect to appeal number 21419 the docket sheets on record with the Court indicate that this appeal was withdrawn rather than dismissed. My client is deeply concerned about this error because it has appeared on the Internet. My client has requested that you correct this error in the docket entry to show that the appeal was dismissed.

Sincerely,
/S/ Kevin Ahern

APPENDIX D20

NO. A.C.21768
EUGENE GRANT

: APPELLATE COURT

V. : STATE OF CONNECTICUT

ALLIANCE CAPITAL, INC. : JUNE 20, 2001

ORDER

THE MOTION OF THE PLAINTIFF, FILED APRIL 17, 2001, TO DISMISS THE APPEAL OF THE DEFENDANT, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY

O R D E R E D GRANTED.

BY THE COURT,

SCHALLER, J.,
IS RECUSED

/S/_____

ASSISTANT CLERK-APPELLATE
CYNTHIA M. GWOREK

NOTICE SENT: JUNE 20, 2001
ROBINSON & COLE
KEVIN W. AHERN
CLERK, SUPERIOR COURT, DANBURY
CV00-0341048S, CV00-0341049S, CV00-0341050S
HON. TAGGART D. ADAMS
PAC
Mkm 1006/003110

APPENDIX D21

NO. A.C.21768
EUGENE GRANT

: APPELLATE COURT
V. : STATE OF CONNECTICUT

ALLIANCE CAPITAL, INC. : JUNE 20, 2001

ORDER

THE MOTION OF THE PLAINTIFF, FILED APRIL 17, 2001, FOR SANCTIONS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY

ORDERED DENIED.

BY THE COURT,

SCHALLER, J.,
IS RECUSED

/S/_____
ASSISTANT CLERK-APPELLATE

CYNTHIA M. GWOREK

NOTICE SENT: JUNE 20, 2001
ROBINSON & COLE
KEVIN W. AHERN
CLERK, SUPERIOR COURT, DANBURY
CV00-0341048S, CV00-0341049S, CV00-0341050S
HON. TAGGART D. ADAMS
PAC
Mkm 1007/003109

APPENDIX D22

JOYCE A. MORIN
Attorney At Law
559Route 6 * P.O.Box 110 * Mahopac, New York 10541
Phone (845) 628-1825* Fax (845)628-1605

July 18, 2001

Joseph Clasen, Esq. – Fax No. 1-203-462-7599
Robinson & Cole, LLP
695 East Main ST.
P.O.Box 10305
Stamford, CT 06904

Re: The Alliance Foundation, et al
Vs. Eugene Grant et al.
X05 CV 01 0183 182-S

Dear Mr. Clasen:

I am in receipt of your notice of Deposition scheduled for tomorrow, July 9, 2001, at your office.

Please be advised that this attorney no longer represents The Alliance Foundation, or its founder, Yvonne Liebel. Accordingly, I will not be at your office on July 19, 2001.

I will provide the appropriate papers to inform the Court and all parties involved.

Very truly yours,

/s/ Joyce A. Morin

cc: Yvonne Liebel- Fax No. 1-203- 438-0040

APPENDIX D23

Page 1 LIEBEL 10/25/00

AM
10:15 Agent arrives at client's home address
10:38 Agent departs with client. There is a private guard present.
10:50 Agent & client arrive at client's office. Alarm is jammed.
11:00 Former bookkeeper "Paul" arrives & writes an affidavit on his behalf. Maintenance is working on heating radiator. The accounting office was flooded with water and files were wet.

12:45 It's noticed the main entrance into the office has damage on the door in the handle area, the wood is split and broken, there is also damage to the door frame which exactly co-insides with the damage on the door. There is fragmented wood and paint debris on the floor under where the door would be positioned when closed. Also, the accounting room door directly behind main door has very similar markings on the door and door's frame with same type of

debris found on floor where door latches when clōsed. Also Also, one of three, 4 drawer file cabinets was unsecured, the lock was found to be on top of the cabinet with no key in sight. The security bar that was the length of the four drawers was found across the room on the floor.

PM
1:25 Agent and Client in process of departing.

/s/_____
Mgr. Discreet Investigations, Inc.
203-448-5429

APPENDIX D24

Abraham Uzi Waks, MD. F.A.C.P.
Internal Medicine, Hypertension & Nephrology

March 26, 2001

To: Whom It May Concern
Re: Yvonne Liebel

The above patient has been under my care since February 27, 2001 for lightheadedness and bronchial irritation.

Mrs. Liebel was exposed to Bromine in Connecticut and experienced eye and bronchial irritation. Since leaving her polluted environment she had been feeling much better. She has still some

lightheadedness. Bromine level, blood and urine, are still above normal range but less than toxic level.

I recommended her to stay another month out of Bromine polluted environment. Please feel free to call me for additional information regarding this matter.

Sincerely,

/s/_____

Abraham Uzi Waks M.D.
Clinical Associate Professor of Medicine UCLA
8920 Wilshire Blvd. Beverly Hills, CA90211

APPENDIX D25

THE ALLIANCE FOUNDATION, INC.
54 Danbury Road, Suite 300, Ridgefield, CT 06877
Tel: 203-431-8655 Fax: 203-438-4677

June 22, 2001

Via: Fax (2 pages)
203-356-9471

Rose Ann Rush, Esq.
Superior Court - Stamford
Complex Litigation Docket (CLD)
123 Hoyt Street
Stamford, CT 06905

Re: Resignation of Counsel
The Alliance Foundation, Inc. et al v. Eugene Grant, et al., CV-00-0338520-S, DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, CV-00-0338142-S, Eugene Grant v. The Alliance Foundation, Inc. CV-00-0341050-S and Eugene Grant v. Alliance Capital, Inc., cases CV-00-0341048-S and CV-00-0341049-S

Dear Ms. Rush:

In April this year Attorney Kevin Ahern resigned from his representation of the three Grant cases No.'s CV-00-0341048-S/49-S/50-S. His resignation came a result of my refusal to go forward with the appeal of these cases to the Appellate Court after I learned that the appeal on case No. CV-00-0338520-S was dismissed. Although the appeal process was never completed in accordance with P.B 63-3, the Court assigned this non-appeal a docket number and a case manager. Against the interest of the corporations

Attorney Ahern urged me to immediately respond to the Motion to Dismiss Appeal and Motion for Sanctions filed by Attorney Joseph Clasen, which I refused to do. Against my instructions, attorney Ahern further validated the appeal by filing on his behalf an answer to the Motion for Sanctions. Yesterday, Attorney Ahern faxed me a copy of the Appellate Court decisions dismissing this appeal and denying the sanctions. Attorney Ahern offered no explanation or advice with regard to this matter. Since this incident I find I can no longer depend on Attorney Ahern's legal advice and thereby accept his resignation as of today with regard to any of the above corporations.

In addition, on June 18, 2001, I received a fax letter from Attorney Joyce Morin, informing me of her resignation. This came as a surprise, especially after I had sent this Court our intent to add her back to the cases represented by Attorney Ahern. Attorney Morin 's primary reason for resigning was that she was not getting her fee of $1000 a month in a timely fashion, although she had always received her payments within 30 days or sooner and received her last payment only few days prior to her resignation. I asked Attorney Morin to remain counsel for the corporations but did not yet receive her final response.

Considering these circumstances you may contact me directly with regard to any conferences or other related matters at:

Fax: 203-438-0040 and 310-657-2731
Phones: 203-438-4377 or 203-894-9702
Cell phone: 310-435-0769
Address: 106 Great Hill Road, Ridgefield, CT 06877

Sincerely

/S/Yvonne Liebel

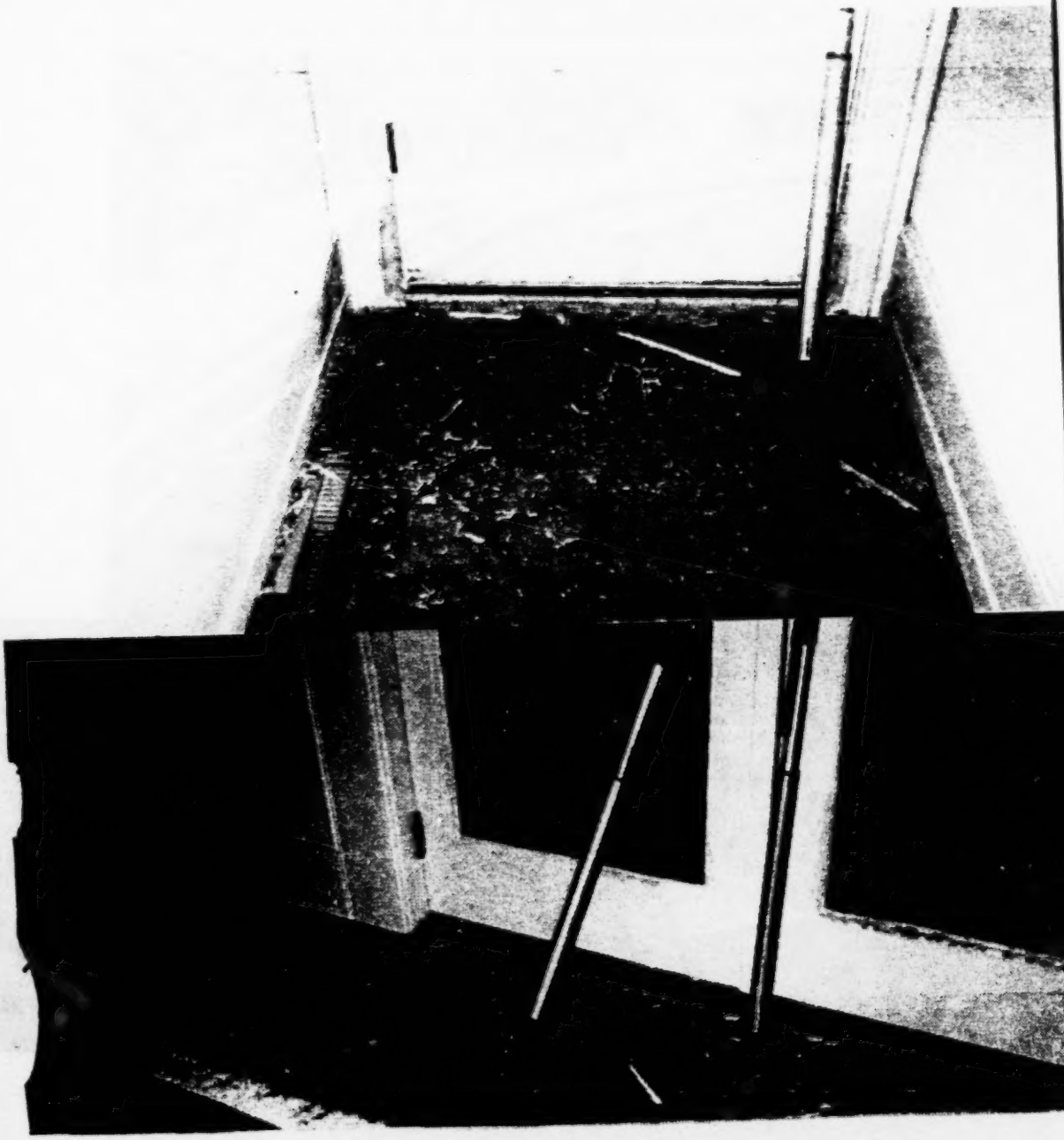
Cc: Kevin Ahern, Esq. 203-488-1465
Joyce Morin, Esq. 845-628-1605
Joseph L. Clasen, Esq. 203-462-7599
Brian Wille, Esq. 212-808-8108
Stephen Fogerty, Esq. 203-227-6992
Karen Linder, Esq. 203-655-4302
Susan Reeve, Clerk Appellate Court 860-757-2217
Robert Jackson, Assistant Clerk, Danbury Superior Court 203-207-8642

APPENDIX D26

5/27/01 Photograph of car window

APPENDIX D27

July 5, 2001, Residence Interior Doors



(3)

Supreme Court, U.S.
FILED

No. 02 431 JUL - 5 2002

OFFICE OF THE CLERK

In The

Supreme Court of the United States

Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corporation; DTL-USA, Inc.; and General Homes, Inc., (The "Alliance Entities"),

Petitioners,

v.

Visiting Nurse Association of Ridgefield, Inc.; Thomas F. Reynolds; Joyce Ligi; Helena Nicholas; Washington Mutual Bank, F.A.; Sandy McArthur; Paul Rossitto; Rene Heinecke; Eugene Grant, Esq.; Robert Nagro; Richard Solomon; Ridgefield Bank; Weil, Gotshal and Manges, LLP; Bridge to Brotherhood, Inc.; Mark Hoeing, Esq.; David Stone, Esq.; Ira Millstein, Esq.; Marvin Jacob, Esq.; Reynolds and Rowella, LLP., PricewaterhouseCoopers, LLP/Kesselman;

Respondents.

On Petition For Writ Of Certiorari
To State of Connecticut Supreme Court Chief Justice

PETITION FOR WRIT OF CERTIORARI
Vol. III of III

Yvonne Liebel, pro se
P.O. Box 1153, 106 Great Hill Rd.
Ridgefield, CT 06877
T: 310-657-2771 F: 310-657-2731
Cell: 310-435-0769

J.L. Chestnut, Jr., Esq.,
Chestnut, Sanders, Et Al., PC
P.O. Box 1290, One Union St.
Selma, AL. 36702 - 1290
T: 334-875-9264 F: 334-875-9375

114 pp

VOL. III - SUPPLEMENT:
INCLUDES INTERVENING MATTER NOT AVAILABLE AT THE TIME OF FILING VOL. I AND VOL. II ON JULY 2, 2002

1. Foreclosure action by Washington Mutual Bank, F.A.

On or about July 13, 2002, the Petitioners, Yvonne Liebel and General Homes, Inc. became aware of a foreclosure action filed against them on June 17, 2002 by Washington Mutual Bank, F.A., filed in the Danbury Superior Court at Danbury, Connecticut, returnable on July16, 2002 (Vol. III, App. I at Page 6.) On July 31, 2001, the Petitioner, Yvonne Liebel filed an appearance on behalf of herself and General Homes, Inc., unable to obtain Connecticut counsel for her corporation. Also on July 31, 2002, Petitioner, Yvonne Liebel filed Motions to Consolidate, and Memorandum of Law, moving the Danbury Superior Court to consolidate the new action and the individual parties involved: Sandy McArthur and Paul Rossito, with the seven related pending actions in this Court. Summary of the case is found in the Motion (Vol. III, App. I at Page 13.) The Danbury Court denied Yvonne Liebel's appearance on behalf of her corporation although she asked the Court to stay proceedings, as the matter of her representing her corporations in Connecticut was pending U.S. Supreme Court ruling.

This new action represents yet another front against the Petitioner Yvonne Liebel and her corporations in the Respondents' war toward her destruction. It is now incorporated by reference into Vol. I, App. C, "Matters Before the Court" as Action # 8, the "Foreclosure Matter" following Action # 7, at Page 123a. The new Respondents' names: Washington Mutual Bank, F.A.; Sandy McArthur; and Paul Rossito, are incorporated by reference into the Section "Parties to the Proceedings" in Vol. I at Page ii;

Petitioners ask this honorable Court that the above named Respondents be incorporated by reference in the Petition, anywhere this Court deems appropriate.

2. U. S. Supreme Court Counsel obtained

On July 12 and 17, 2002, respectively, the Petitioner, Yvonne Liebel received from the U.S. Chief Clerk, orders to revise the cover pages of Vol. I and Vol. II of the Petition for Writ of Certiorari filed on July 2, 2002. The Court ordered that Yvonne Liebel remove the names of the corporations from the cover pages and any reference to her representation of them because she is not admitted as an attorney before the U.S. Supreme Court Bar (Vol. III, App. J at Page-65.) Considering that a substantial part of the original Petition is devoted to the Petitioners' inability to secure zealous Connecticut counsel, removing the corporate names would block any possibility for the corporations to appeal the Connecticut Court decisions. Desperate to save her civil rights and the lives of her corporations, Petitioner, Yvonne Liebel, drove toward Selma, Alabama, the heart of the civil rights movement. There she was directed to Attorney J.L. Chestnut, Jr. well known for his frontline battles along side Martin Luther King Jr. and others, and founder of Alabama's largest black law firm. Attorney J.L. Chestnut who is admitted before this Court since 1975, agreed to represent the corporations before the United States Supreme Court only, and his name appears on the revised covers of the three-volume Petition.

3. Continued violations by the Connecticut Superior Court, Complex Litigation Docket

Since the filing of the original Petition, on July 2, 2002, legal proceedings continued in the four matters before the Waterbury Superior Court, Complex Litigations Docket, violating the Petitioners' rights to stay proceedings pending the U.S. Supreme Court ruling. The Waterbury Superior Court Complex Litigation Docket, however, began violating the Petitioners' constitutional

rights from the outset of the transfer of the cases from the Stamford Superior Court Complex Litigation Docket to that Court in September/October 2001, as evidenced by the Petitioners' Supplemental Brief to their first Petition to the U.S. Supreme Court, dated November 5, 2001 (Vol. III, App. K at Page 73.) The cases were transferred from the Stamford Complex Litigation Docket as a result of the Court violation of the Petitioners' constitutional and civil rights. Further, the Waterbury Complex Litigation Docket scheduled hearings on the respondents' Motion to Strike with witnesses, and a hearing on damages for September 27, 2002, knowing full well that the Petitioner, Yvonne Liebel was out of town, preoccupied with this Petition, and couldn't successfully comply with the Court's orders. The Court intends to dismiss the corporate claims, not on their merit, but for lack of counsel and allow Respondent Eugene M. Grant's fraudulent Notes be awarded damages through a judicially defective process. On August 29, 2002, the Petitioners filed a "Motion to Stay" proceedings in all Connecticut Courts (Vol. III, App. K at Page 105.)

As a result of the new actions and the continued biased conduct of the Waterbury Superior Court, Complex Litigation Docket, in this Volume III of the Petition, the Petitioners are amending their questions to this honorable Court to include, once again, the question they raised in their first Petition for Writ of Certiorari filed in July 2001 (Vol. II, App. H at page 356a):

"Does pretrial managerial judging in Complex Litigation Courts violate due process when the courts depart from state adjudication standards without well publicized body of rules and procedures that is accessible to all litigants? "

In Conclusion

It has been evident for sometime that the giant corporate Respondents and their moles are waging a vicious war against the

Petitioner, Yvonne Liebel, for not relinquishing to them control of her corporations and their assets, covertly and fraudulently stolen from her. Their intent is not only to put an end to her lifelong work, dreams and aspirations, but to also cause her total financial, social and physical collapse. This, while the primary Court handling her litigation against the Respondents, the Waterbury Complex Litigation Docket, gives credence to their actions through rendering decisions in their favor by violating her and the corporations' legal, constitutional and civil rights.

This latest chapter in the Respondents' offensive against the Petitioners includes their unlawful eviction and foreclosure actions to drive them out of their offices and residence while causing them total financial ruin. This marks Yvonne Liebel's five-year lone and traitorous legal battle while being denied counsel to represent her and her corporations' claims, or in the alternative, the right to represent her corporations.

The abuse by collective power that began in her offices several years ago with the Respondents' conspiracy to covertly and forcefully separate her from her corporations, is continuing in the Complex Litigation Docket, the primary Court she was transferred to against her will, on the Respondents' application, and approved by the State of Connecticut as it labeled it "Complex."

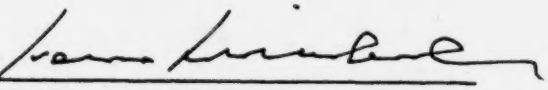
The Petitioner, Yvonne Liebel fails to see the "complexity" in this short-circuited-litigation-process where counsel is denied; where intervention by the Court to appoint counsel and/or assist in obtaining one, is denied; where representation of the corporations by their founder is denied; and where dismissal of the claims without due process of law is rendered on the basis of lack of counsel and not on their merit. No legal process; no public access to the file; no consolidation of cases that must be consolidated; distorted scheduling and docket sheets; no possibility for legitimate trial; simply evaporation of claims through the Complex Litigation Docket's abuse of power.

WHEREFORE, the Petitioners reiterate and pray this honorable Court will review the constitutionality of the Complex Litigation Docket System in the State of Connecticut based on their argument in the first Petition filed in July 2001 (App. H); this Docket's new conduct; the volume of appeals generated by the Docket; and level of criticism by the Connecticut members of the judiciary and litigants alike; and shall transfer the cases from the Waterbury Complex Litigation Docket to the Danbury Superior Court at Danbury, where clear Connecticut law applies; where proper venue lies; and where other related actions are pending, so that the Petitioner, Yvonne Liebel, with her extremely limited resources can finally manage this entire litigation from a single Court and so that justice shall be served;

THAT considering the special circumstances in this case (s) with regard to the Petitioners' inability to secure zealous Connecticut counsel for the past five years due to the Respondents' interference, this honorable Court shall restore the Petitioners' constitutional rights and allow Yvonne Liebel to represent the corporations she founded over a decade ago, so that justice shall be served;

THAT considering their unlawful eviction from their offices, this honorable Court shall overturn the Connecticut Chief Justice Order and other decisions stemming from that Order (App. A in its entirety), rendered in all related cases before this Court (App. C in its entirety) on the basis of the Connecticut Court procedural error and on the basis of its violation of the Petitioners' constitutional rights, so that their offices and their properties can be restored to them in the "eviction matter"; and so that their claims and constitutional rights be restored to them, so justice shall be served.

Respectfully Submitted,



Yvonne Liebel, pro se, P.O. Box 1153, Ridgefield, CT 06877

Appendix I – Documents exhibited in Action # 8, the "Foreclosure Matter"

RETURN DATE: JULY 16, 2002	:	SUPERIOR COURT
WASHINGTON MUTUAL BANK, F.A.	:	J.D. DANBURY
VS.	:	AT DANBURY
LIEBEL, YVONNE, ET AL	:	JUNE 17, 2002

COMPLAINT

1. On July 19, 1999, Yvonne Liebel owed Washington Mutual Bank, F.A. $1, 925,000.00, as evidenced by a promissory note for said sum dated on said date, and payable to the order of Washington Mutual Bank, F.A. with interest from said date, in equal monthly installments of principal and interest.

2. On said date, by a deed of that date, said Yvonne Liebel, to secure said note, mortgaged to Washington Mutual Bank, F.A. the premises known as 104 Great Hill Road and 106 Great Hill Road, Ridgefield, Connecticut, and described in Exhibit A attached hereto and made a part hereof.

3. Said mortgage deed was recorded on the Ridgefield Land Records on July 23, 1999 in Volume 593 at Page 976.

4. Said note and mortgage are now owned by the Plaintiff and the unpaid balance of said note is $2,042,781.43, plus interest from February 1, 2002, late charges and

collection costs have not been paid although due and payable.

5. Said note and mortgage are now in default by virtue of nonpayment of the installments of principal and interest due on march 1, 2002 and each and every month thereafter, and the Plaintiff has exercised its option to declare the entire balance of said note due and payable.

6. The following encumbrances of record upon the property sought to be foreclosed are prior in right to the plaintiff's mortgage and are not affected by this action:

   a. Any taxes, due the Town of Ridgefield that remain outstanding and properly perfected as of the date hereof pursuant to applicable law.
   b. Chase Manhattan Bank, may claim an interest in said premises by virtue of a Mortgage in the original principal amount of $100,000.00 dated December 23, 1998 and recorded December 29, 1998 in Volume 580 at page 830 of the Ridgefield land records.

7. On the aforementioned piece of property, the following interest are claimed which are subsequent to Plaintiff's said mortgage:

   a. The Defendant, General Homes, Inc., may claim an interest in said premises by virtue of a mortgage in the original principal amount of $500,000.00 dated July 19, 1999 and recorded July 23, 1999in Volume 593 at page 987 of the Ridgefield Land Records; and by virtue of a Mortgage in the original principal amount of $1,740,000.00 dated July 19, 1999 and recorded July 23, 1999 in Volume 593 at Page 991 of the Ridgefield Land Records.

b. The Defendant, Casey's Sheet Metal Service, Inc., may claim an interest in said premises by virtue of a Mechanic's Lien in the amount of $597.84 plus interest and fees dated March 15, 2001 and recorded march 16, 2001 in Volume 622 at Page 1055 of the Ridgefield Land Records.

8. Upon information and belief, the defendant, Yvonne Liebel is the owner of record and in possession of said premises.

WHEREFORE, the Plaintiff claims:

1. A foreclosure of said mortgage.
2. Immediate possession of the mortgaged premises.
3. A deficiency judgment. No deficiency will be sought against any person whose obligation under the subject promissory note, has been heretofore or hereafter discharged in bankruptcy, and has not reaffirmed the debt.
4. The appointment of a receiver to collect rents and profits accruing from the premises.
5. Reasonable attorney's fees and costs.
6. Such other relief and further equitable relief as may be required.

NOTICE: A PERSON WHO IS UNEMPLOYED OR UNDER-EMPLOYED AND WHO HAS FOR CONTINUOUS PERIOD OF AT LEAST TWO YEARS PRIOR TO THE COMMENCEMENT OF THIS FORECLOSURE ACTION OWNED AND OCCUPIED THE PROPERTY BEING FORECLOSED AS SUCH PERSON'S PRINCIPAL RESIDENCE, MAY BE ENTITLED TO CERTAIN RELIEF PROVISIONS UNDER SECTION 49-31d to 49-31i, INCLUSIVE, OF THE CONNECTICUT GENERAL STATUTES. YOU SHOULD CONSULT AN ATTORNEY TO DETERMINE YOUR RIGHTS UNDER THIS ACT.

NOTICE: IF ANY PORTION OF THE ENTIRE AMOUNT OF THIS CLAIM IS DISPUTED, YOU ARE TO NOTIFY US WITHIN THIRTY (30) DAYS, INDICATING THE NATURE OF THE DISPUTE. IF YOU DO NOT INDICATE A DISPUTE IN WRITING WITHIN THAT TIME WE WILL ASSUME THE CLAIM TO BE VALID. IF WITHIN THIRTY (30) DAYS YOU INDICATE A DISPUTE IN WRITING, WE WILL PROVIDE YOU WITH EVIDENCE CONCERNING THE VALIDITY OF THE DEBT BY U.S. MAIL. ALSO, UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION RECEIVED WILL BE USED FOR THAT PURPOSE. THE FACT THAT YOU HAVE THIRTY (30) DAYS TO INDICATE A DISPUTE WILL NOT PREVENT US FROM FILING SUIT WITHIN THAT TIME.

This action, is within jurisdiction of the Superior Court.

Dated at Farmington, Connecticut, JUNE 17, 2002.

THE PALAINTIFF,
WASHINGTON MUTUAL BANK, F.A.

BY/S/Jennifer R. Simbosky
Reiner , Reiner & Bendett, P.C.
Its Attorney
160 Farmington Avenue
Farmington, CT 06032
(860) 677-2868
Juris No. 102892

VOL. III

RETURN DATE: JULY 16, 2002	:	SUPERIOR COURT
WASHINGTON MUTUAL BANK, F.A.	:	J.D. DANBURY
VS.	:	AT DANBURY
LIEBEL, YVONNE, ET AL	:	JUNE 17, 2002

STATEMENT OF AMOUNT IN DEMAND

The amount, legal interest or property in demand is $15,000.00 or more, exclusive of interest and costs.

PLAINTIFF,
WASHINGTON MUTUAL BANK, F.A.

BY/S/Jennifer R. Simbosky
Reiner , Reiner & Bendett, P.C.
Its Attorney
160 Farmington Avenue
Farmington, CT 06032
(860) 677-2868
Juris No. 102892

RETURN DATE: JULY 16, 2002	:	SUPERIOR COURT
WASHINGTON MUTUAL BANK, F.A.	:	J.D. DANBURY
VS.	:	AT DANBURY
LIEBEL, YVONNE, ET AL THE CHASE MANHATTAN BANK GENERAL HOMES, INC. CASEY'S SHEET METAL SERVICES, INC.	:	JUNE 17, 2002

NOTICE OF LIS PENDENS

Notice is hereby given of the pendency of a civil action between the above named parties by complaint and summons thereon, dated JUNE 17, 2002 and made returnable to the Superior Court for the Judicial District of Danbury at Danbury on July 16, 2002, which action is brought to foreclose a Mortgage to Washington Mutual Bank, F.A. from Yvonne Liebel, dated July 19, 1999 and recorded July 23, 1999, in Volume 593 at Page 976 of the Ridgefield Land Records. Such action specifically requests the following:

1. A foreclosure of said mortgage.
2. Immediate possession of the mortgaged premises.
3. A deficiency judgment.
4. The appointment of a receiver to collect rents and profits accruing from the premises.
5. Reasonable attorney's fees and costs.
6. Such other relief and further equitable relief as maybe required.

The Mortgaged Premises is that certain real property with buildings thereon, situated in the City of Ridgefield, County of Fairfield, and

State of Connecticut, which is at 104 Great Hill Road, Ridgefield, Connecticut, more particularly bounded and described as set forth in Exhibit A, attached hereto and incorporated by reference as if herein set forth verbatim.

RESPECTFULLY SUBMITTED
PLAINTIFF,

BY/S/Jennifer R. Simbosky
Reiner , Reiner & Bendett, P.C.
Its Attorney
160 Farmington Avenue
Farmington, CT 06032
(860) 677-2868
Juris No. 102892

RETURN DATE: JULY 16, 2002	:	**SUPERIOR COURT**
WASHINGTON MUTUAL BANK, F.A.	:	**J. D. DANBURY**
VS.	:	**AT DANBURY**
LIEBEL, YVONNE; CHASE MANHATTAN BANK; GENERAL HOMES, INC.; CASEY'S SHEET METAL SERVICES, INC.	:	**JULY 31, 2002**

MOTION TO CONSOLIDATE and MEMORANDUM OF LAW

Pursuant to Practice Book Section 9-5; Section 61-7(b)(1)(2) of Rules of Appellate Procedures; and Rule 12.4 of the Supreme Court of the United States; the Defendants, Yvonne Liebel and General Homes, Inc., respectfully move this Court for an order consolidating the above captioned matter with all pending actions in the Superior/Appellate/Supreme Court, now pending before the United States Supreme Court, in which the Defendants, Yvonne Liebel and General Homes, Inc., are Petitioners (Exhibit A, Petition for Writ of Certiorari (Cert), filed on July 2, 2002; Two letters from The U.S. Supreme Court Clerk, dated July 12 and 17, 2002, to Yvonne Liebel; and a letter from Yvonne Liebel, to the U.S. Supreme Court Clerk, dated July 22, 2002) (First reference to Washington Mutual Bank is found in Cert, Vol. II, App. H, filed July 2001, Page 380a, First Paragraph; Second reference is found in Cert, Vol. I, Page 16, Last Paragraph; and Page 17, First Paragraph, Line 9.)

NO ORAL ARGUMENT REQUESTED
NO TESTIMONY REQUIRED

The cases sought consolidation with the above captioned matter are entitled:

1. The Alliance Foundation, Inc.; Yvonne Liebel; Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc. **vs.** Eugene Grant; Robert Nagro; Richard Solomon; Ridgefield Bank; Reynolds and Rowella LLP; Weil, Gotshal and Manges, LLP; Mark Hoeing; David Stone; Ira Millstein; Marvin Jacob; Bridge to Brotherhood, Inc.; PricewaterhouseCoopers, LLP/Kesselman & Kesselman; Docket No. S.C.16722/A.C.22896;
2. Eugene M. Grant vs. The Alliance Foundation, Inc. Docket No. S.C.16723/A.C. 22897;
3. Eugene M. Grant vs. Alliance Capital, Inc. Docket No. S.C.16721/A.C.22895;
4. Eugene M. Grant vs. Alliance Capital, Inc. Docket No. S.C.16719/A.C.22894;
5. DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank Docket No. S.C.16717/A.C. 22892;
6. Visiting Nurse Association of Ridgefield, Inc. vs. The Alliance Foundation, Inc. A.C.22832/S.C.16718/A.C.22893;
7. Rene Heinecke vs. Yvonne Liebel Docket No. CV 98-0333546-S

Summaries of the above seven actions, are found in Cert, Vol. I, App. C, Page 102a.)

All actions arise out of the same fact-pattern and controversy and share common parties, and consolidation would provide for complete determination of the issues, as exhibited in Exhibit A above; Exhibit B, (Third Amended Complaint, filed in Action #1 at the Danbury Superior Court on October 24, 2000, the "Lead Action"); and in various other Exhibits and testimony filed in all actions since the commencement of the first action (#5)(Exhibit

C, Complaint against the Ridgefield Bank), filed in December 1999 at the Danbury Superior Court at Danbury. All Exhibits are attached hereto and incorporated by reference herein.

In addition to the foregoing reasons for consolidation, the Defendants, Yvonne Liebel and General Homes, Inc. state that as a result of irregularities and its unlawful conduct, the Plaintiff, Washington Mutual Bank, F.A., its subsidiaries and/or associates/staff, together with the unlawful collective actions of the opposing parties, Defendants/Plaintiffs: Eugene Grant; Robert Nagro; Richard Solomon; Ridgefield Bank; Reynolds and Rowella LLP; Weil, Gotshal and Manges LLP; Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; Bridge to Brotherhhod, Inc.; PricewaterhouseCoopers/Kesselman and Kesselman LLP; The Visiting Nurse Association of Ridgefield, Inc.; Thomas F. Reynolds; Helena Nicholas; Joyce Ligi; and Rene Heinecke; the Defendants, Yvonne Liebel and General Homes, Inc. together with other related corporations established and supported by the Defendants Yvonne Liebel and General Homes, Inc.: The Alliance Foundation, Inc.(a 501(c)(3) public charity; Alliance Capital, Inc.; Alliance International Development Corp.; and DTL-USA, Inc.; (collectively named the "Alliance Entities") have been irreparably harmed to a point were these once vibrant entities are now broken down unable to pay their rent, mortgage payments, and other operating expenses and/or fulfill their personal, business and philanthropic objectives (Exhibit D, Selected documents to Support the Defendants' allegations of conspiracy (31 pages).

The filing of this foreclosure action by Washington Mutual Bank, F.A. in lieu of resolving this dispute amicably, as tried so many times by the Defendant, Yvonne Liebel, through Washington Mutual Bank's Fairfield Branch (Ms. Sandy McArthur, Office Manager and Mr. Paul Rossitto, Loan Officer) continues to subject the Defendants, Yvonne Liebel and General Homes, Inc., and their related corporations to destruction, with

the intent to cause their complete collapse and ultimate demise in furtherance of the goals of the conspiracy, more fully described in Count One of Exhibit B (Third Amended Complaint.), "Conspiracy to Destroy a Business".

As to Count #1 of the Plaintiff's Complaint – Plaintiff, Washington Mutual Bank, F.A. (the "Bank") provided a mortgage of $1,925,000 to the Defendant, Yvonne Liebel, equivalent to 55% of the Bank's appraisal of 106 Great Hill Road, Ridgefield, CT 06877 ("Belle Reve"), as of 5/20/99 (Exhibit E, Bank's appraisal dated 6/4/99). In January 2001, Yvonne Liebel ordered a Field Review of said appraisal, which confirmed the Bank's Appraisal of 106 Great Hill Road, at $3,500,000 (Exhibit F, Field Review of above appraisal by a Washington Mutual approved Appraiser, Jennifer O'Neill, dated 2/14/01.) The closing, on or about July 18, 1999, was conducted through fax and overnight mail, as Yvonne Liebel was in California. Shortly after the closing, Attorney for the Defendant, Ann Ragusa of Newtown CT, instructed Yvonne Liebel, based on the Bank's instructions to her, to add the contiguous property, 104 Great Hill Road, by handwriting the number 104 next to 106 Great Hill Road, or else the Bank would not fund the loan. Perplexed and under duress, the Defendant, Yvonne Liebel, wrote 104 on the Open-End Mortgage document as she was in tremendous need of funds due to the expanded litigation. The Attorney, Ann Ragusa later typed in on the Adjustable-Rate Rider the number 104 (Exhibit G, Open-End Mortgate document with Yvonne Liebel's hand written "104" and initials) (Exhibit H, Attorney Ragusa's typewritten addition of 104 next to 106 Great Hill Road on the Adjustable-Rate Rider) The value of 104 Great Hill Road was at $550,000 (Exhibit I, an appraisal by Jennifer O'Neill dated 2/2/01, note the appraiser credentials and her being the Bank's approved appraiser). A valid transaction would have either proceeded with the original closing, or would have increased the value of the appraisal, by agreement with the Defendant/borrower, to $4,050,000 and provided Yvonne Liebel

with a mortgage of $2,227,500. Thereafter, new loan documents would have had to be drawn by the Bank for signature by all parties. The final transaction on July 19, 1999 was not only invalid and inappropriate, but an abuse of power by the Bank against the Defendant/borrower and an act of fraudulent representation and thievery. 104 Great Hill Road is a separate property, owned at the time by General Homes, Inc., a CT corporation. Under these refinance circumstances in which the Bank forcefully and fraudulently seized 104 Great Hill Road, an unnecessary additional equity to support the mortgage, the Bank put at risk the Defendants, Yvonne Liebel and General Homes, Inc. ownership in both homes, as evident in this foreclosure action. The Defendant, Yvonne Liebel held many discussions with the Bank's Fairfield Branch to either increase the mortgage or separate the properties. Finally, after months of negotiations, harassment, misrepresentation, and delays while promising to adjust the appraisal and refinance accordingly, on 8/4/00, the Bank conducted another appraisal. The new appraisal increased the value of 106 Great Hill Road alone from $3,500,000 to $3,600,000 (Exhibit J, Washington Mutual Bank Appraisal as of 8/1/00.) A Field Review of the Bank's August 2000 appraisal revealed that the appraised value of 106 Great Hill Road was at $3,960,000 or $360,000 more than the Bank's appraisal.

Further, the Field Review stated that the Bank's appraisal contained:

"numerous errors in the adjustments. The time adjustment appears inadequate. It appears to be near ½% per month, but due to possible rounding the exact adjustment was not determined. The matched pair (of homes) presented in the report (comparable #5) shows over 1% per month increase in market values...The reviewer found additional sales which support this 1% per month increase... The conclusion of value does not appear reasonable as of the effective date of the

appraisal. If the adjustments in the report are applied correctly to the comparables the conclusion of value in the report must change. After the reviewer considered the adjustments (see attached grid), the conclusion of value changes. The report places greatest emphasis on Comparables #3 and #4. The reviewer concurs. These sales adjust to $4,245,000 and $3,900,000 respectively. If similar adjustments are made to the pending sale (Comparable #5 presented in the report), it indicates a value of $3,904,000. THESE NUMBERS MAKE NO ADJUSTMENT FOR THE "COTTAGE". The "high quality cottage" is a separate parcel in the Ridgefield land records. For purposes of this review the value attributable from the cottage, or second home, is not included. So, the conclusion of value in the appraisal of 106 Great Hill Road, alone without the additional building lot and house, should be $3,960,000 as of August 1, 2000. This value is further supported by an appraisal of the subject property dated May 20, 1999 with a value of $3,500,000. A February 2001 value for the May 1999 appraisal based on the documented time adjustments is 4,200,000. The August 1, 2000 report with time adjustments indicates a value of $4,200,000 as of February 2001. There has not been (as of 2/01) a substantial change in the base economy since the effective date of the appraisal. The documented time adjustment has remained at 1% per month." (Exhibit K, Field Review dated 2/14/01 of the August 1, 2000 Bank appraisal.)

On 5/23/01 the Bank conducted yet another appraisal, promising Yvonne Liebel to correct the situation through a new refinancing which would separate the properties, increase the loan to value ratio to 60%, and keep the same terms as the existing loan. During these months of tug of war Yvonne Liebel was late in making two of her mortgage payments, which were quickly entered into her credit record by the Bank. At the closing, three months later or August 24, 2001, Yvonne Liebel received a copy of the new appraisal (she could not obtain a copy of the appraisal prior to the closing in spite of repeated

requests) of 106 Great Hill Road, at a valuation of $3,600,000 (Exhibit L, Bank's appraisal dated 5/23/01. The new loan documents deleted 104 Great Hill Road from the new mortgage and provided Yvonne Liebel with slightly more cash as the new loan was in the amount of $2,160,000 vs. $1,925,000 (not including significant payouts at closing). However, at the closing Yvonne Liebel realized that the terms of the loan were changed from 40 years amortization to 30 years amortization, substantially increasing the monthly payments. Also, the new mortgage would alter General Homes, Inc.'s position. The corporation held a substantial note against the property, equivalent to the construction cost of 106 Great Hill Road and the sale of its 104 Great Hill Road to Yvonne Liebel. Having gone through this horrendous experience with the Plaintiff Bank, Yvonne Liebel lost trust in the Bank's conduct and motives, and worried about the new payment schedule. After careful reading, at home, of the appraisal and closing documents, on August 26, 2001, Yvonne Liebel faxed and mailed to all parties a Notice of Right to Cancel the transaction, accompanied by a letter to the Bank. In her letter, Yvonne Liebel requested that the Bank amend the documents to reflect the true value of the property at $4,600 (adding 2% appreciation to it January value of $4,100,000; and based on a 60% loan to value ratio increase the mortgage to $2,760,000. She also requested that the Bank immediately release 104 Great Hill Road from the existing loan (Exhibit M, Notice to Cancel and letter dated August 25, 2001.)

The Bank, through its Fairfield Branch, refused to release 104 Great Hill Road; Refused to amend the appraisal; Refused to change the terms of the new refinance to maintain the existing terms; Refused to delete the two late payments from Yvonne Liebel's record. The Fairfield Branch referred Yvonne Liebel to a general phone number at the Bank. Defendant was unable to obtain address or phone number for the Bank's corporate headquarters or its legal department. After making several more

monthly payments approximating $80,000, hoping, unsuccessfully, to resolve the issue, Yvonne Liebel stopped making payments, believing that a foreclosure action would finally put her in touch with the Bank's legal counsel and bring this refinance fiasco to a resolution.

As a result of the failure to refinance; the many months of promises and delays; and the Plaintiff Bank's wrongdoing, Yvonne Liebel:

1. Could not make payments to her landlord on behalf of the Alliance Entities, as she planned, resulting in a judgment to evict the premises (on appeal with other decisions to the United States Supreme Court);
2. Could not obtain financing elsewhere as her credit was destroyed;
3. Could not keep up with operating expenses, putting at risk all assets and legal actions the Alliance Entities brought against the opposing parties;
4. Is now faced with a foreclosure action, subjecting her and General Homes, Inc. to the possible loss of their properties which they have owned; subdivided; developed; designed; and partially built (104 Great Hill Road) between 1987 and 1993 (at approx. cost of $750,000). At the end of 1995, they began construction of 106 Great Hill Road, to serve as a fundraising/think tank location for the charitable activities of The Alliance Foundation, Inc (See Exhibit D, Ridgefield Press article dated Jan.12, 1995 "Foundation Works for Peace", (marked paragraphs on second page). Construction of 106 great Hill Road (Belle Reve) was financed through the sale of shares in General Homes, Inc. and Alliance Capital, Inc. to the Defendant, Eugene M. Grant in Action #1. The loss of these properties would wipe out assets and ideological aspirations built over three decades.

As to Count #6 (a) of the Plaintiff's Complaint-
On December 17, 2001, the Defendant, Yvonne Liebel paid $53, 440.77 in property taxes to the town of Ridgefield for both 104 and 106 Great Hill Road (Exhibit N, Copy of checks and receipts by the town of Ridgefield in the amount of $53,440.77)

As to Count #6 (b) of the Plaintiff's Complaint-
The $100,000 Note to Chase was satisfied on July 23, 1999, at the time of the refinance by the Plaintiff Bank. The Bank knows this as this Note was eliminated from the refinance documents of August 24, 2001(Exhibit O, Cover letter from Attorney, Ann Ragusa to Attorney Hogan Love (provided to Yvonne Liebel and General Homes, Inc. by the Bank for the August 24, 2001 closing); a letter by Attorney Ragusa dated July 23, 1999 and a check for the amount of $100,240.76 confirming payment; a letter from Chase, dated July 27, 2001, confirming receipt of payment.

For the foregoing reasons, and for judicial economy, the Defendants, Yvonne Liebel and General Homes, Inc., respectfully request that all above matters be consolidated at the Danbury Superior Court.

NOTICE and a SWORN AFFIDAVIT: The Defendants, Yvonne Liebel and General Homes, Inc. are filing this disputed claims within 30 days of their receipt of the Complaint, or on or about July 16, 2002. Yvonne Liebel who was traveling, arrived to California on or about July 13, 2002, to where the Complaint was mailed, specifically to spend time with her father who was hospitalized several days prior to her arrival. Therefore, the Appearance form is filed passed the Return Date of July 16, 2002.

THE DEFENDANTS, YVONNE LIEBEL and GENERAL HOMES, INC.

BY_____
Yvonne Liebel, pro se, Founder/CEO/Agent, General Homes, Inc.
Residence: 106 Great Hill Road, Ridgefield, CT 06877
Mailing Address: 8913 Olympic Blvd. #101, Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The forgoing Motion to Consolidate having been heard, it is hereby ordered: Granted/Denied

_____
The Court

CERTIFICATION

I, Yvonne Liebel, resident of 106 Great Hill Road, Ridgefield, CT 06877 and Founder/CEO and representative of General Homes, Inc. and other related corporations (collectively named the "Alliance Entities"), hereby certify that on this date, July 31, 2002, served the enclosed Appearance; Motion to Consolidate; and Memorandum of Law on each party to the above and related proceedings or that party's counsel, by fax (where noted by *) and by depositing an envelope

containing the above document in the United States mail properly addressed to each of them and with first-class postage prepaid:

* Jennifer R. Simbosky
Reiner, Reiner & Bendett, P.C.
Its Attorney
160 Farmington Avenue
Farmington, CT 06032
(860) 677-2868
Juris No. 102892

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COURTESY COPIES

Appellate/Supreme Court/ Chief clerk of the Court/ Francis J. Drumm, Jr. 231 Capitol Avenue, Drawer Z, Station A, Hartford, CT 06106 Fax; 860-757-2217

Hon. Michael R. Sheldon c/o Brenda Hamilton, Esq. (The Alliance Foundation, Inc. et al v. Grant et al)
Waterbury Superior Court, Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702 (Tel: 203-236-8232 Fax: 203-236-8234)

Hon. Ginocchio, J. c/o Robin Smith, Esq. (Visiting Nurse Assoc. v. The Alliance Foundation, Inc.)
Danbury Superior Court (Housing)
146 White St., Danbury, CT 06810 (Tel: 203-207-8600 Fax: 203-207-8642)

* Clerk of the Court c/o Robin Smith, Esq. (Washington Mutual Bank vs. Yvonne Liebel; Heineke vs. Liebel; DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank)
Danbury Superior Court (Civil)
146 White St., Danbury, CT 06810
(Tel: 203-207-8600 Fax:203-207-8642)

BY:

Yvonne Liebel, pro se, Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.;Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

EXHIBITS ARE NOT FAXED

RETURN DATE: JULY 16, 2002	:	**SUPERIOR COURT**
WASHINGTON MUTUAL BANK, F.A.	:	**J. D. DANBURY**
VS.	:	**AT DANBURY**
LIEBEL, YVONNE; CHASE MANHATTAN	:	
BANK; GENERAL HOMES, INC.; CASEY'S	:	
SHEET METAL SERVICES, INC.	:	**JULY 31, 2002**

MEMORANDUM OF LAW IN SUPPOR OF MOTION TO CONSOLIDATE

The Defendants, Yvonne Liebel and General Homes, Inc., in the above captioned matter have filed a Motion to Consolidate the

above captioned action with the following other related pending actions entitled:

1. The Alliance Foundation, Inc.; Yvonne Liebel; Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc. vs. Eugene Grant; Robert Nagro; Richard Solomon; Ridgefield Bank; Reynolds and Rowella LLP; Weil, Gotshal and Manges, LLP; Mark Hoeing; David Stone; Ira Millstein; Marvin Jacob; Bridge to Brotherhood, Inc.; PricewaterhouseCoopers, LLP/Kesselman & Kesselman; Docket No. S.C.16722/A.C.22896;
2. Eugene M. Grant vs. The Alliance Foundation, Inc. Docket No. S.C.16723/A.C. 22897;
3. Eugene M. Grant vs. Alliance Capital, Inc. Docket No. S.C.16721/A.C.22895;
4. Eugene M. Grant vs. Alliance Capital, Inc. Docket No. S.C.16719/A.C.22894;
5. DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank Docket No. S.C.16717/A.C. 22892;
6. Visiting Nurse Association of Ridgefield, Inc. vs. The Alliance Foundation, Inc. A.C.22832/S.C.16718/A.C.22893;
7. Rene Heinecke vs. Yvonne Liebel Docket No. CV 98-0333546-S

Summaries of these seven actions, are found in Cert, Vol. I, App. C, Page 102a.)

Defendant, Yvonne Liebel is a Plaintiff in Action # 1 (Exhibit B, Third Amended Complaint); An interested party in actions #2, #3, #4, as Founder/CEO/Chairman and Shareholder/Contributor/Lender and Representative of the Defendant Corporations (Exhibit A (Cert) Vol. II, App. F, Page 315a); A Plaintiff and an interested party in Action #5, as Founder/CEO/Chairman and Shareholder/Contributor/Lender and Representative of the Plaintiff Corporation (Exhibit C, Complaint against Ridgefield

Bank); An interested party in Action #6, as tenant, Founder/CEO/Chairman and Shareholder/Contributor/Lender and Representative of the Defendant Corporation (Exhibit A (Cert) Vol. II, App. F in its entirety); Defendant in Action # 7.

Defendant, General Homes, Inc. is a Plaintiff in Action #1; An interested party in actions #2, #3 and #4 through contractual agreements with the Plaintiff and the Defendant Corporations; An interested party in Action #5 through contractual agreements with a related Corporation to the corporate Plaintiff; An interested party in Action #6, as a tenant and through corporate contractual agreements with the Defendant corporation; An interested party in Action #7, as the financing entity for the Defendant.

The Defendants, Yvonne Liebel and General Homes, Inc. are common to all actions. All cases stem from a common fact pattern involving Yvonne Liebel and General Homes, Inc. and the conspiracy to destroy the Alliance Entities through numerous unlawful acts including the filing of the above captioned fraudulent and malicious Foreclosure action more specifically described in the Motion to Consolidate appended hereto and incorporated by reference herein. Said violations by the Plaintiff, Washington Mutual Bank, F.A. and its subsidiaries/Associates/Personnel in this action furthers the goals and objectives of the conspiracy to destroy Yvonne Liebel, General Homes, Inc. and related corporations collectively named the "Alliance Entities". All cases involve common issues of both law and fact. The consolidation of these matters would serve to avoid the unnecessary cost and delay associated with litigating these matters separately, and facilitate the best interests of the parties and judicial economy.

Discussion:

Practice Book Section 9-5 provides for the consolidation of actions when they should be tried together. Courts have inherent authority to consolidate different pending cases when the circumstances authorize such course, ***Rode V. Adley Express Co. 130 Conn***. 274, 277, 33, A2d, 329 (1943). The procedure of trying two closely related actions together, " which has long been the established practice in this state assists in expediting business without doing anyone an injustice. ***Clarke, et al v. Ochart,*** WL 119765 (Conn. Super.) (1993). Therefore, it is within the sound discretion of this Court to grant this motion to consolidate.

The various factors used by the Courts to examine whether two cases should be consolidated include: i) whether the cases arise out of the same transaction or fact pattern, ii) are the same parties involved, iii) does it serve the interest of judicial economy to consolidate, and iv) does it prejudice the rights of the Defendants ***Groth, et al v. Redmond,*** et al 24 Conn. Sup. 467, 469, 194 A2d 531 (1962). In ***Groth*** the court took all of these factors into consideration before ordering the consolidation. "The public has an interest in the prevention of unnecessary litigation, both because of the burden it places on the state and the resulting crowding of the dockets of the courts." ***Id.***

All of the factors enunciated in ***Groth*** clearly militate in favor of consolidation of said cases pending before the Courts. The present actions arise out of the same facts, making all actions complimentary. The Defendants, Yvonne Liebel and General Homes, Inc. are party to and /or interested parties in all actions and judicial economy is best served by consolidation.

Conclusion:

The Defendants ' Motion to Consolidate should be granted.

THE DEFENDANTS, YVONNE LIEBEL and GENERAL HOMES, INC.

BY_____

Yvonne Liebel, pro se, Founder/CEO/Agent, General Homes, Inc.
Residence: 106 Great Hill Road, Ridgefield, CT 06877
Mailing Address: 8913 Olympic Blvd. #101, Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

CERTIFICATION

I, Yvonne Liebel, resident of 106 Great Hill Road, Ridgefield, CT 06877 and Founder/CEO and representative of General Homes, Inc. and other related corporations (collectively named the "Alliance Entities"), hereby certify that on this date, July 31, 2002, served the enclosed Appearance; Motion to Consolidate; and Memorandum of Law on each party to the above and related proceedings or that party's counsel, by fax (where noted by *) and by depositing an envelope containing the above document in the United States mail properly addressed to each of them and with first-class postage prepaid:

* Jennifer R. Simbosky
Reiner, Reiner & Bendett, P.C.
Its Attorney
160 Farmington Avenue
Farmington, CT 06032
(860) 677-2868
Juris No. 102892

Joseph Clasen, Esq. (counsel/ Grant)
Robinson & Cole, LLP
695 E. Main St.
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Tel: (203) 462-7500 Fax: (203) 462-7599

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Michael K. Stanton, Jr. Esq. (counsel for Weil, Gotshal and Manges; Mark Hoenig; David Stone; Bridge To Brotherhood, Inc.; Ira Millstein; and Marvin Jacob)
Curtis Mallet-Prevost, Mosle, LLP
695 E. Main St., Stamford, CT 06901
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Stephen Fogerty, Esq. (Ridgefield Bank)
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John R. Williams, Esq.
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New Haven, CT 06510
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Stephen Gerard, Senior Partner
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Thomas Reynolds, Senior Partner
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COURTESY COPIES

Appellate/Supreme Court/ Chief clerk of the Court/ Francis J. Drumm, Jr. 231 Capitol Avenue, Drawer Z, Station A, Hartford, CT 06106 Fax; 860-757-2217

Hon. Michael R. Sheldon c/o Brenda Hamilton, Esq. (The Alliance Foundation, Inc. et al v. Grant et al)
Waterbury Superior Court, Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702 (Tel: 203-236-8232 Fax: 203-236-8234)

Hon. Ginocchio, J. c/o Robin Smith, Esq. (Visiting Nurse Assoc. v. The Alliance Foundation, Inc.)
Danbury Superior Court (Housing)
146 White St., Danbury, CT 06810 (Tel: 203-207-8600 Fax: 203-207-8642)

* Clerk of the Court c/o Robin Smith, Esq. (Washington Mutual Bank vs. Yvonne Liebel; Heineke vs. Liebel; DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank)
Danbury Superior Court (Civil)
146 White St., Danbury, CT 06810
(Tel: 203-207-8600 Fax:203-207-8642)

BY:

Yvonne Liebel, pro se, Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.;Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

YVONNE LIEBEL and GENERAL HOMES, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877
Tel: 310-657-2771 Fax: 310-2731

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Cell: 310-435-0769

July 31, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 22 Pages with cover 203-207-8642, and by FedEx (with enclosures)

Attn: Ms. Robin Smith (w/encls.)
Deputy Chief clerk

Re: Washington Mutual Bank, F.A. vs. Yvonne Liebel, et al.
Return Date: July 16, 2002

Dear Robin:

Please accept for filing the enclosed Appearance Form and Motion to Consolidate and Memorandum of Law on behalf of General Homes, Inc. and myself, the Defendants in the above foreclosure action. As you know, the issue of my appearance on behalf of General Homes, Inc. is pending before the United States Supreme Court. I would appreciate the Court's consideration in this matter in either allowing continuance in the matter until a ruling is rendered by the Supreme Court; or providing a Court appointed counsel to

advise the Defendants in this matter; or whatever the Court deems appropriate, since I'm unable to secure counsel for the corporation.

Enclosed you will also find an additional set of documents to be filed in the case entitled: Rene Heinecke vs. Yvonne Liebel. Since all other actions, sought to be consolidated have Appellate/Supreme Court Docket numbers, documents are mailed to the Appellate/Supreme Court for filing in these cases, including the Heinecke vs. Liebel case.

In the final page of the Motion to Consolidate you will find a sworn statement, that the first time I saw the Complaint in the above captioned matter was when I arrived to California to visit my father in the hospital, on or about the return date, therefore, I was unable to respond within the deadline. However, in accordance with the Complaint's instructions, the Defendants are responding within 30 days of receipt of the Complaint. Please date-stamp the enclosed 2 copies (one for the Heinecke case and one for the foreclosure matter) and mail to the Ridgefield Address. I thank you for your time and attention to this matter. If possible, please be so kind as to contact me at my cell phone when urgent matters arise, as I'm frequently on the road.

Respectfully yours,

/S/YVONNE LIEBEL, pro se
Representative of General Homes, Inc.

Cc: per certification

DOCKET No. CV: 98-0333546-S	:	**SUPERIOR COURT**
RENE HEINECKE	:	**J. D. DANBURY**
VS.	:	**AT DANBURY**
YVONNE LIEBEL	:	**JULY 31, 2002**

MOTION TO CONSOLIDATE and MEMORANDUM OF LAW

Pursuant to Practice Book Section 9-5; Section 61-7(b)(1)(2) of Rules of Appellate Procedures; and Rule 12.4 of the Supreme Court of the United States; the Defendants, Yvonne Liebel and General Homes, Inc., in the foreclosure action returnable to the Danbury Superior Court on July 16, 2002 entitled: Washington Mutual Bank, F.A. vs. Yvonne Liebel and General Homes, Inc. et al (the "Foreclosure Matter"), respectfully move this Court for an order consolidating the above captioned matter with the Foreclosure Matter and all other pending actions in the Superior/Appellate/Supreme Court, now pending before the United States Supreme Court as more specifically described in prior motions to consolidate and in the Motion to Consolidate and Memorandum of Law filed in the Foreclosure Matter attached hereto and incorporated by reference herein.

NO ORAL ARGUMENT REQUESTED
NO TESTIMONY REQUIRED

THE DEFENDANT, YVONNE LIEBEL

BY_____

Yvonne Liebel, pro se, Founder/CEO/Agent, General Homes, Inc.
Residence: 106 Great Hill Road, Ridgefield, CT 06877
Mailing Address: 8913 Olympic Blvd. #101, Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The forgoing Motion to Consolidate having been heard, it is hereby ordered: Granted/Denied

_____
The Court

CERTIFICATION

I, Yvonne Liebel, resident of 106 Great Hill Road, Ridgefield, CT 06877 and Founder/CEO and representative of General Homes, Inc. and other related corporations (collectively named the "Alliance Entities"), hereby certify that on this date, July 31, 2002, served the enclosed Appearance; Motion to Consolidate; and Memorandum of Law on each party to the above and related proceedings or that party's counsel, by fax (where noted by *) and by depositing an envelope containing the above document in the United States mail properly addressed to each of them and with first-class postage prepaid:

* Jennifer R. Simbosky
Reiner, Reiner & Bendett, P.C.
Its Attorney
160 Farmington Avenue
Farmington, CT 06032
(860) 677-2868
Juris No. 102892

Joseph Clasen, Esq. (counsel/ Grant)
Robinson & Cole, LLP
695 E. Main St.
P.O.Box 10305, Stamford, CT 06904
Tel: (203) 462-7500 Fax: (203) 462-7599

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(VNA)

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Appellate/Supreme Court/ Chief clerk of the Court/ Francis J. Drumm, Jr. 231 Capitol Avenue, Drawer Z, Station A, Hartford, CT 06106 Fax; 860-757-2217

Hon. Michael R. Sheldon c/o Brenda Hamilton, Esq. (The Alliance Foundation, Inc. et al v. Grant et al)
Waterbury Superior Court, Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702 (Tel: 203-236-8232 Fax: 203-236-8234)

Hon. Ginocchio, J. c/o Robin Smith, Esq. (Visiting Nurse Assoc. v. The Alliance Foundation, Inc.)
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146 White St., Danbury, CT 06810 (Tel: 203-207-8600 Fax: 203-207-8642)

* Clerk of the Court c/o Robin Smith, Esq. (Washington Mutual Bank vs. Yvonne Liebel; Heineke vs. Liebel; DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank)
Danbury Superior Court (Civil)
146 White St., Danbury, CT 06810
(Tel: 203-207-8600 Fax:203-207-8642)

BY:

Yvonne Liebel, pro se, Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.;Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

EXHIBITS ARE NOT FAXED

YVONNE LIEBEL and GENERAL HOMES, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877
Tel: 310-657-2771 Fax: 310-2731

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Cell: 310-435-0769

July 31, 2002

SUPREME/APPELLATE COURT
Chief Clerk of the Court
Francis J. Drumm, Jr.
231 Capitol Avenue, Drawer Z, Station A
Hartford, CT 06106

By Fax: (860) 757-2217 (22 pages with cover, foreclosure matter only) and by FedEx (entire package)

Re: The Alliance Foundation, Inc. et al. v. Eugene Grant, et al No. S.C.16722
Eugene Grant v. The Alliance Foundation, Inc. No. S.C. 16723
Eugene Grant v. Alliance Capital, Inc. No. S.C. 16721
Eugene Grant v. Alliance Capital, Inc. No. S.C 16719
DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. S.C. 16717
Visiting Nurse Assoc. Ridgfield, Inc. v. The Alliance Foundation, Inc. No.S.C 16718
Rene Heinecke vs. Yvonne Liebel (Danbury) CV 98-0333546-S
Washington Mutual Bank, F.A. vs. Yvonne Liebel, et al. Return Date: July 16, 2002

Dear Mr. Drumm:

Please accept for filing a copy of an Appearance Form and original Motions to Consolidate and Memorandum of Law on behalf of General Homes, Inc. and myself, the Defendants in the above foreclosure action filed on June 16, 2002 at the Danbury Superior Court. As you know, the issue of my appearance on behalf of the corporations is pending before the United States Supreme Court. Please see the attached letter to the Danbury Superior Court with regard to my appearance on behalf of General Homes, Inc. and proceedings in the foreclosure matter.

Please date-stamp the enclosed face pages for each of the actions listed above and mail to the Ridgefield Address.

I thank you for your time and attention to this matter.

Respectfully yours,

YVONNE LIEBEL, pro se
Representative of General Homes, Inc.

Cc: per enclosed certification

DOCKET No. S.C.16722; A.C. 22896
THE ALLIANCE FOUNDATION, INC. ET AL: STATE OF CONNECTICUT

VS. : SUPREME/APP. COURT

EUGENE GRANT, ET AL : JULY 31, 2002

MOTION TO CONSOLIDATE and MEMORANDUM OF LAW

Pursuant to Practice Book Section 9-5; Section 61-7(b)(1)(2) of Rules of Appellate Procedures; and Rule 12.4 of the Supreme Court of the United States; the Defendants, Yvonne Liebel and General Homes, Inc., in a foreclosure action returnable to the Danbury Superior Court on July 16, 2002 entitled: Washington Mutual Bank, F.A. vs. Yvonne Liebel and General Homes, Inc. et al (the "Foreclosure Matter"), respectfully move this Court for an order consolidating the above captioned matter with the Foreclosure

Matter and all other pending actions in the Superior/Appellate/Supreme Court, now pending before the United States Supreme Court as more specifically described in prior motions to consolidate and in the Motion to Consolidate and Memorandum of Law filed in the Foreclosure Matter attached hereto and incorporated by reference herein.

NO ORAL ARGUMENT REQUESTED
NO TESTIMONY REQUIRED

THE PLAINTIFF, YVONNE LIEBEL

BY_____

Yvonne Liebel, pro se, Founder/CEO/Agent: General Homes, Inc.;
The Alliance Foundation, Inc.
Residence: 106 Great Hill Road, Ridgefield, CT 06877
Mailing Address: 8913 Olympic Blvd. #101, Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The forgoing Motion to Consolidate having been heard, it is hereby ordered: Granted/Denied

_____
The Court

CERTIFICATION

I, Yvonne Liebel, resident of 106 Great Hill Road, Ridgefield, CT 06877 and Founder/CEO and representative of General Homes, Inc. and other related corporations (collectively named the "Alliance Entities"), hereby certify that on this date, July 31, 2002, served the enclosed Appearance; Motion to Consolidate; and Memorandum of Law on each party to the above and related proceedings or that party's counsel, by fax (where noted by *) and by depositing an envelope containing the above document in the United States mail properly addressed to each of them and with first-class postage prepaid:

* Jennifer R. Simbosky
Reiner, Reiner & Bendett, P.C.
Its Attorney
160 Farmington Avenue
Farmington, CT 06032
(860) 677-2868
Juris No. 102892

Joseph Clasen, Esq. (counsel/ Grant)
Robinson & Cole, LLP
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Tel: (203)-438-5324
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Tel: (203) 438-0161

COURTESY COPIES

Appellate/Supreme Court/ Chief clerk of the Court/ Francis J. Drumm, Jr. 231 Capitol Avenue, Drawer Z, Station A, Hartford, CT 06106 Fax; 860-757-2217

Hon. Michael R. Sheldon c/o Brenda Hamilton, Esq. (The Alliance Foundation, Inc. et al v. Grant et al)
Waterbury Superior Court, Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702 (Tel: 203-236-8232 Fax: 203-236-8234)

Hon. Ginocchio, J. c/o Robin Smith, Esq. (Visiting Nurse Assoc. v. The Alliance Foundation, Inc.)
Danbury Superior Court (Housing)
146 White St., Danbury, CT 06810 (Tel: 203-207-8600 Fax: 203-207-8642)

* Clerk of the Court c/o Robin Smith, Esq. (Washington Mutual Bank vs. Yvonne Liebel; Heineke vs. Liebel; DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank)
Danbury Superior Court (Civil)
146 White St., Danbury, CT 06810
(Tel: 203-207-8600 Fax:203-207-8642)

BY:

Yvonne Liebel, pro se, Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.;Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

EXHIBITS ARE NOT FAXED

DOCKET No. S.C. 16723; A.C.22897

EUGENE M. GRANT	:	STATE OF CONNECTICUT
VS.	:	SUPREME/APP. COURT
THE ALLIANCE FOUNDATION, INC.	:	JULY 31, 2002

MOTION TO CONSOLIDATE and MEMORANDUM OF LAW

Pursuant to Practice Book Section 9-5; Section 61-7(b)(1)(2) of Rules of Appellate Procedures; and Rule 12.4 of the Supreme Court of the United States; the Defendants, Yvonne Liebel and General Homes, Inc., in the foreclosure action returnable to the Danbury Superior Court on July 16, 2002 entitled: Washington Mutual Bank, F.A. vs. Yvonne Liebel and General Homes, Inc. et al (the "Foreclosure Matter"), respectfully move this Court for an order consolidating the above captioned matter with the Foreclosure Matter and all other pending actions in the Superior/Appellate/Supreme Court, now pending before the United States Supreme Court as more specifically described in prior motions to consolidate and in the Motion to Consolidate and Memorandum of Law filed in the Foreclosure Matter attached hereto and incorporated by reference herein.

NO ORAL ARGUMENT REQUESTED
NO TESTIMONY REQUIRED

THE DEFENDANT, THE ALLIANCE FOUNDATION, INC.

BY_____

Yvonne Liebel, pro se, Founder/CEO/Agent, General Homes, Inc.;
The Alliance Foundation, Inc.
Residence: 106 Great Hill Road, Ridgefield, CT 06877
Mailing Address: 8913 Olympic Blvd. #101, Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The forgoing Motion to Consolidate having been heard, it is hereby ordered: Granted/Denied

_____
The Court

CERTIFICATION

I, Yvonne Liebel, resident of 106 Great Hill Road, Ridgefield, CT 06877 and Founder/CEO and representative of General Homes, Inc. and other related corporations (collectively named the "Alliance Entities"), hereby certify that on this date, July 31, 2002, served the enclosed Appearance; Motion to Consolidate; and Memorandum of Law on each party to the above and related proceedings or that party's counsel, by fax (where noted by *) and by depositing an envelope containing the above document in the United States mail properly addressed to each of them and with first-class postage prepaid:

* Jennifer R. Simbosky
Reiner, Reiner & Bendett, P.C.
Its Attorney
160 Farmington Avenue
Farmington, CT 06032
(860) 677-2868
Juris No. 102892

Joseph Clasen, Esq. (counsel/ Grant)
Robinson & Cole, LLP
695 E. Main St.
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Tel: (203)-438-5324
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(VNA)

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New York, NY 10036
Tel: (646) 471-4000

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Reynolds and Rowella, LLP
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Hon. Michael R. Sheldon c/o Brenda Hamilton, Esq. (The Alliance Foundation, Inc. et al v. Grant et al)
Waterbury Superior Court, Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702 (Tel: 203-236-8232 Fax: 203-236-8234)

Hon. Ginocchio, J. c/o Robin Smith, Esq. (Visiting Nurse Assoc. v. The Alliance Foundation, Inc.)
Danbury Superior Court (Housing)
146 White St., Danbury, CT 06810 (Tel: 203-207-8600 Fax: 203-207-8642)

* Clerk of the Court c/o Robin Smith, Esq. (Washington Mutual Bank vs. Yvonne Liebel; Heineke vs. Liebel; DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank)
Danbury Superior Court (Civil)
146 White St., Danbury, CT 06810
(Tel: 203-207-8600 Fax:203-207-8642)

BY:

Yvonne Liebel, pro se, Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.;Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

EXHIBITS ARE NOT FAXED

DOCKET No. S.C. 16721; A.C. 22895

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME/APP. COURT
ALLIANCE CAPITAL, INC.	: JULY 31, 2002

MOTION TO CONSOLIDATE and MEMORANDUM OF LAW

Pursuant to Practice Book Section 9-5; Section 61-7(b)(1)(2) of Rules of Appellate Procedures; and Rule 12.4 of the Supreme Court of the United States; the Defendants, Yvonne Liebel and General Homes, Inc., in the foreclosure action returnable to the Danbury Superior Court on July 16, 2002 entitled: Washington Mutual Bank, F.A. vs. Yvonne Liebel and General Homes, Inc. et al (the "Foreclosure Matter"), respectfully move this Court for an order consolidating the above captioned matter with the Foreclosure Matter and all other pending actions in the Superior/Appellate/Supreme Court, now pending before the United States Supreme Court as more specifically described in prior motions to consolidate and in the Motion to Consolidate and Memorandum of Law filed in the Foreclosure Matter attached hereto and incorporated by reference herein.

NO ORAL ARGUMENT REQUESTED
NO TESTIMONY REQUIRED

THE DEFENDANT, ALLIANCE CAPITAL, INC.

BY_____

Yvonne Liebel, pro se, Founder/CEO/Agent, General Homes, Inc.;
Alliance Capital, Inc.
Residence: 106 Great Hill Road, Ridgefield, CT 06877
Mailing Address: 8913 Olympic Blvd. #101, Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The forgoing Motion to Consolidate having been heard, it is hereby ordered: Granted/Denied

_____
The Court

CERTIFICATION

I, Yvonne Liebel, resident of 106 Great Hill Road, Ridgefield, CT 06877 and Founder/CEO and representative of General Homes, Inc. and other related corporations (collectively named the "Alliance Entities"), hereby certify that on this date, July 31, 2002, served the enclosed Appearance; Motion to Consolidate; and Memorandum of Law on each party to the above and related proceedings or that party's counsel, by fax (where noted by *) and by depositing an envelope containing the above document in the United States mail properly addressed to each of them and with first-class postage prepaid:

* Jennifer R. Simbosky
Reiner, Reiner & Bendett, P.C.
Its Attorney
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Farmington, CT 06032
(860) 677-2868
Juris No. 102892

Joseph Clasen, Esq. (counsel/ Grant)
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Hon. Michael R. Sheldon c/o Brenda Hamilton, Esq. (The Alliance Foundation, Inc. et al v. Grant et al)
Waterbury Superior Court, Complex Litigation Docket
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Hon. Ginocchio, J. c/o Robin Smith, Esq. (Visiting Nurse Assoc. v. The Alliance Foundation, Inc.)
Danbury Superior Court (Housing)
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* Clerk of the Court c/o Robin Smith, Esq. (Washington Mutual Bank vs. Yvonne Liebel; Heineke vs. Liebel; DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank)
Danbury Superior Court (Civil)
146 White St., Danbury, CT 06810
(Tel: 203-207-8600 Fax:203-207-8642)

BY:

Yvonne Liebel, pro se, Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.;Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

EXHIBITS ARE NOT FAXED

DOCKET No. S.C. 16719; A.C. 22894

EUGENE M. GRANT	:	STATE OF CONNECTICUT
VS.	:	SUPREME/APP. COURT
ALLIANCE CAPITAL, INC.	:	JULY 31, 2002

MOTION TO CONSOLIDATE and MEMORANDUM OF LAW

Pursuant to Practice Book Section 9-5; Section 61-7(b)(1)(2) of Rules of Appellate Procedures; and Rule 12.4 of the Supreme Court of the United States; the Defendants, Yvonne Liebel and General Homes, Inc., in the foreclosure action returnable to the Danbury Superior Court on July 16, 2002 entitled: Washington Mutual Bank, F.A. vs. Yvonne Liebel and General Homes, Inc. et al (the "Foreclosure Matter"), respectfully move this Court for an order consolidating the above captioned matter with the Foreclosure Matter and all other pending actions in the Superior/Appellate/Supreme Court, now pending before the United States Supreme Court as more specifically described in prior motions to consolidate and in the Motion to Consolidate and Memorandum of Law filed in the Foreclosure Matter attached hereto and incorporated by reference herein.

NO ORAL ARGUMENT REQUESTED
NO TESTIMONY REQUIRED

THE DEFENDANT, ALLIANCE CAPITAL, INC.

BY_____

Yvonne Liebel, pro se, Founder/CEO/Agent, General Homes, Inc.;
Alliance Capital, Inc.
Residence: 106 Great Hill Road, Ridgefield, CT 06877
Mailing Address: 8913 Olympic Blvd. #101, Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The forgoing Motion to Consolidate having been heard, it is hereby ordered: Granted/Denied

_____
The Court

CERTIFICATION

I, Yvonne Liebel, resident of 106 Great Hill Road, Ridgefield, CT 06877 and Founder/CEO and representative of General Homes, Inc. and other related corporations (collectively named the "Alliance Entities"), hereby certify that on this date, July 31, 2002, served the enclosed Appearance; Motion to Consolidate; and Memorandum of Law on each party to the above and related proceedings or that party's counsel, by fax (where noted by *) and by depositing an envelope containing the above document in the United States mail properly addressed to each of them and with first-class postage prepaid:

* Jennifer R. Simbosky
Reiner, Reiner & Bendett, P.C.
Its Attorney
160 Farmington Avenue
Farmington, CT 06032
(860) 677-2868
Juris No. 102892

Joseph Clasen, Esq. (counsel/ Grant)
Robinson & Cole, LLP
695 E. Main St.
P.O.Box 10305, Stamford, CT 06904
Tel: (203) 462-7500 Fax: (203) 462-7599

Brian C.Wille, Esq (Nagro/Solomon)
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Michael K. Stanton, Jr. Esq. (counsel for Weil, Gotshal and Manges; Mark Hoenig; David Stone; Bridge To Brotherhood, Inc.; Ira Millstein; and Marvin Jacob)
Curtis Mallet-Prevost, Mosle, LLP
695 E. Main St., Stamford, CT 06901
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Stephen Fogerty, Esq. (Ridgefield Bank)
Halloran & Sage LLP
315 Post Road West
Westport, CT 06880
Tel: (203) 227-2855 Fax: (203) 227-6992

Herbert F. Rosenberg, Esq.
80 Grove Street
Ridgefield, CT 06877
Tel: (203)-438-5324
Fax: (203)-431-4021
(VNA)

John R. Williams, Esq.
Williams and Pattis,
51 Elm Street,
New Haven, CT 06510
Tel: (203)562-9931
Fax: (203)776-9494

Stephen Gerard, Senior Partner
PricewaterhouseCoopers, LLP/Kesselman man, LLP
1177 Ave. of the Americas
New York, NY 10036
Tel: (646) 471-4000

Thomas Reynolds, Senior Partner
Reynolds and Rowella, LLP
90 Grove St.
Ridgefield, CT 06877
Tel: (203) 438-0161

COURTESY COPIES

Appellate/Supreme Court/ Chief clerk of the Court/ Francis J. Drumm, Jr. 231 Capitol Avenue, Drawer Z, Station A, Hartford, CT 06106 Fax; 860-757-2217

Hon. Michael R. Sheldon c/o Brenda Hamilton, Esq. (The Alliance Foundation, Inc. et al v. Grant et al)
Waterbury Superior Court, Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702 (Tel: 203-236-8232 Fax: 203-236-8234)

Hon. Ginocchio, J. c/o Robin Smith, Esq. (Visiting Nurse Assoc. v. The Alliance Foundation, Inc.)
Danbury Superior Court (Housing)
146 White St., Danbury, CT 06810 (Tel: 203-207-8600 Fax: 203-207-8642)

* Clerk of the Court c/o Robin Smith, Esq. (Washington Mutual Bank vs. Yvonne Liebel; Heineke vs. Liebel; DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank)
Danbury Superior Court (Civil)
146 White St., Danbury, CT 06810
(Tel: 203-207-8600 Fax:203-207-8642)

BY:

Yvonne Liebel, pro se, Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.;Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

EXHIBITS ARE NOT FAXED

DOCKET No. S.C. 16717; A.C. 22892

DTL-USA, INC. and YVONNE LIEBEL	:	STATE OF CONNECTICUT
VS.	:	SUPREME/APP. COURT
RIDGEFIELD BANK	:	JULY 31, 2002

MOTION TO CONSOLIDATE and MEMORANDUM OF LAW

Pursuant to Practice Book Section 9-5; Section 61-7(b)(1)(2) of Rules of Appellate Procedures; and Rule 12.4 of the Supreme Court of the United States; the Defendants, Yvonne Liebel and General Homes, Inc., in the foreclosure action returnable to the Danbury Superior Court on July 16, 2002 entitled: Washington Mutual Bank, F.A. vs. Yvonne Liebel and General Homes, Inc. et al (the "Foreclosure Matter"), respectfully move this Court for an order consolidating the above captioned matter with the Foreclosure Matter and all other pending actions in the Superior/Appellate/Supreme Court, now pending before the United States Supreme Court as more specifically described in prior motions to consolidate and in the Motion to Consolidate and Memorandum of Law filed in the Foreclosure Matter attached hereto and incorporated by reference herein.

NO ORAL ARGUMENT REQUESTED
NO TESTIMONY REQUIRED

THE PLAINTIFFS, YVONNE LIEBEL AND DTL-USA, INC.

BY_____

Yvonne Liebel, pro se, Founder/CEO/Agent, General Homes, Inc.; DTL-USA, Inc.
Residence: 106 Great Hill Road, Ridgefield, CT 06877
Mailing Address: 8913 Olympic Blvd. #101, Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The forgoing Motion to Consolidate having been heard, it is hereby ordered: Granted/Denied

_____
The Court

CERTIFICATION

I, Yvonne Liebel, resident of 106 Great Hill Road, Ridgefield, CT 06877 and Founder/CEO and representative of General Homes, Inc. and other related corporations (collectively named the "Alliance Entities"), hereby certify that on this date, July 31, 2002, served the enclosed Appearance; Motion to Consolidate; and Memorandum of Law on each party to the above and related proceedings or that party's counsel, by fax (where noted by *) and by depositing an envelope containing the above document in the United States mail properly addressed to each of them and with first-class postage prepaid:

* Jennifer R. Simbosky
Reiner, Reiner & Bendett, P.C.
Its Attorney
160 Farmington Avenue
Farmington, CT 06032
(860) 677-2868
Juris No. 102892

Joseph Clasen, Esq. (counsel/ Grant)
Robinson & Cole, LLP
695 E. Main St.
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Herbert F. Rosenberg, Esq.
80 Grove Street
Ridgefield, CT 06877
Tel: (203)-438-5324
Fax: (203)-431-4021 (VNA)

John R. Williams, Esq.
Williams and Pattis,
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PricewaterhouseCoopers, LLP/Kesselman man, LLP
1177 Ave. of the Americas
New York, NY 10036
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Reynolds and Rowella, LLP
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146 White St., Danbury, CT 06810
(Tel: 203-207-8600 Fax:203-207-8642)

BY:

Yvonne Liebel, pro se, Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.;Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

EXHIBITS ARE NOT FAXED

DOCKET No. A.C. 22832; S.C. 16718; A.C. 22893

VISITING NURSE OF RIDGEFIELD, INC.	:	STATE OF CONNECTICUT
VS.	:	SUPREME/APP. COURT
THE ALLIANCE FOUNDATION, INC.	:	JULY 31, 2002

MOTION TO CONSOLIDATE and MEMORANDUM OF LAW

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NO ORAL ARGUMENT REQUESTED
NO TESTIMONY REQUIRED

THE DEFENDANT, THE ALLIANCE FOUNDATION, INC.

BY_____

Yvonne Liebel, pro se, Founder/CEO/Agent, General Homes, Inc.;
The Alliance Foundation, Inc.
Residence: 106 Great Hill Road, Ridgefield, CT 06877
Mailing Address: 8913 Olympic Blvd. #101, Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The forgoing Motion to Consolidate having been heard, it is hereby ordered: Granted/Denied

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The Court

CERTIFICATION

I, Yvonne Liebel, resident of 106 Great Hill Road, Ridgefield, CT 06877 and Founder/CEO and representative of General Homes, Inc. and other related corporations (collectively named the "Alliance Entities"), hereby certify that on this date, July 31, 2002, served the enclosed Appearance; Motion to Consolidate; and Memorandum of Law on each party to the above and related proceedings or that party's counsel, by fax (where noted by *) and by depositing an envelope containing the above document in the United States mail properly addressed to each of them and with first-class postage prepaid:

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BY:

Yvonne Liebel, pro se, Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.;Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

EXHIBITS ARE NOT FAXED

DOCKET No. CV: 98-0333546-S

RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME/APP. COURT
YVONNE LIEBEL	: JULY 31, 2002

MOTION TO CONSOLIDATE and MEMORANDUM OF LAW

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NO ORAL ARGUMENT REQUESTED
NO TESTIMONY REQUIRED

THE DEFENDANT, YVONNE LIEBEL

BY_____

Yvonne Liebel, pro se, Founder/CEO/Agent, General Homes, Inc.
Residence: 106 Great Hill Road, Ridgefield, CT 06877
Mailing Address: 8913 Olympic Blvd. #101, Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The forgoing Motion to Consolidate having been heard, it is hereby ordered: Granted/Denied

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The Court

CERTIFICATION

I, Yvonne Liebel, resident of 106 Great Hill Road, Ridgefield, CT 06877 and Founder/CEO and representative of General Homes, Inc. and other related corporations (collectively named the "Alliance Entities"), hereby certify that on this date, July 31, 2002, served the enclosed Appearance; Motion to Consolidate; and Memorandum of Law on each party to the above and related proceedings or that party's counsel, by fax (where noted by *) and by depositing an envelope containing the above document in the United States mail properly addressed to each of them and with first-class postage prepaid:

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Danbury Superior Court (Civil)
146 White St., Danbury, CT 06810
(Tel: 203-207-8600 Fax:203-207-8642)

BY:

Yvonne Liebel, pro se, Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.;Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

EXHIBITS ARE NOT FAXED

Appendix J - Communications with the U.S. Supreme Court, Clerk of the Court

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

July 12, 2002

WILLIAM K. SUTER
CLERK OF THE COURT

AREA CODE 202
470-3011

Yvonne Liebel
P.O. Box 1153
Ridgefield, CT 06877

COPY

RE: Yvonne Liebel v. Visiting Nurse Association of Ridgefield, Inc., et al.

Dear Ms. Liebel:

Your petition for a writ of certiorari was received July 5, 2002, and must be returned. As you are not a member of the Bar of this Court, you may not represent any entity other than yourself in this Court. See Rule 34.1 of the Rules of this Court.

Accordingly, your petition is returned in order for you to delete reference to the alliance foundation, Inc., and other entities as petitioners, and to delete your reference as agent/representative of the Alliance Entities.

Furthermore, I do not find that you submitted the docket fee of $300.00 with this petition.

Sincerely,
William K. Suter, Clerk
By:

Francis J. Lorson
(202) 479-3024

Enclosures

Cc: Arthur K. Engle
Michael J. Stanton
Stephen Fogerty
Stephen Gerard
Herbert F. Rosenberg
Brian C. Willie
Karen Linder
Thomas Reynolds
John R. Williams

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

July 17, 2002

WILLIAM K. SUTER
CLERK OF THE COURT

AREA CODE 202
470-3011

Yvonne Liebel
8913 Olympic Blvd., Suite 101
Beverly Hills, CA 90211

COPY

RE: Yvonne Liebel v. Visiting Nurse Association of

Dear Ms. Liebel:

This letter is in reference to our recent telephone conversation regarding the above-entitled case. As stated in Mr. Lorson's letter to you dated July 12, 2002, the only correction to the petition was to be made to the cover. As you are not a member of the bar of this court, you must delete the reference to the Alliance Foundation, inc., and other entities as petitioners. I have enclosed a copy of that letter.

Kindly correct the petition so that it complies in all respects with the Rules of the Court and return it to this office promptly so that it may be docketed. Unless the petition is received by this office in corrected form within 60 days of the date of this letter, the petition will not be filed. Rule 14.5.

Three copies of the corrected petition must be served on opposing counsel. Rule 29.3.

Sincerely,
William K. Suter, Clerk
By:

Gail Johnson
(202) 479-3038

Enclosures

THE ALLIANCE ENTITIES

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: (310) 435-0769

8913 Olympic Blvd., Suite 101
Beverly Hills, CA 90211
Tel: (310) 657-2771
Fax: (310) 657-2731

July 22, 2002

Via: Fax to Ms. Gail Johnson (202) 479-3021 and U.S. Express Mail
(Total of 9 Pages)

Tel: (202) 479- 3024
Ms. Gail Johnson
United States Supreme Court
One First Street – NE
Washington, D.C. 20543

Re: Liebel et al. (The "Alliance Entities") v. Grant et al.
Petition for Writ of Certiorari filed on July 2, 2002

Dear Ms. Johnson:

This is a follow-up letter to our conversation of July 16, 2002.

As you know I arrived in California late on July 13, as my father was hospitalized for heart complications.

On the morning of July 16, 2002, I called to find out about the Petition's status and docket number. You informed me that on

July 13, 2002 a letter by Mr. Frank Lorson was mailed to me to Ridgefield, Connecticut, referring to the Petition being filed on July 5, 2002, and requesting that I delete the names of the corporations from the Petition's cover page and the reference to my representation of the corporations, or obtain counsel for the corporations pursuant to rule 34.1. When I explained that obtaining counsel was not an option available to the corporations as stated in the body of the Petition, and that removing the names of the corporations could jeopardize their claims you informed me that there was no motion I could make to the Court requesting a waiver of such requirement. You also requested that a filing fee of $300.00 be submitted with the 40 petitions I filed with the Court (80 books, Vol. I, and Vol. II), all of which were returned to Ridgefield, Connecticut accompanied by Mr. Lorson's letter.

In our conversation I informed you that the filing of the Petition was not on July 5, 2002 as stated in Mr. Lorson's letter but on Tuesday, July 2, 2002. I was at the Supreme Court with my son on that date to file the Petition and have stamped original petitions as proof. The difference in the dates is significant as July 5, 2002 exceeds the filing deadline. You asked that I mail to you an affidavit and a copy of the two Court stamped cover pages for each of the Volumes. You also said you would amend Mr. Lorson's letter to allow me the standard 60 days, provided by law, to comply with the Court's required revisions, and that you would mail your letter on July 16, 2002, the day we spoke.

To date, July 22, 2002, I have not received your letter. However, enclosed please find:

1. My personal Affidavit for filing the Petition on July 2, 2002;
2. Copies of each of the two cover pages stamped by the Court July 2, 2002;
3. A copy of the cover letter and certification which accompanied the Petition, stamped July, 2, 2002;

4. A copy of an amendment letter to the Petition, filed and stamped July 5, 2002;

Ms. Johnson, when in California I also discovered that foreclosure proceedings commenced against my residence in Connecticut by the lender, Washington Mutual. This requires my immediate attention. Please be so kind as to fax me to 310-657-2731 a copy of your letter as soon as you receive my fax this morning as I must make arrangements to travel to Ridgefield, Connecticut or some other arrangements to get a hold of the Petition books, as I can no longer wait for the mail.

I thank you for your time and attention to this matter.

Sincerely,

/S/Yvonne Liebel
The Alliance Entities

Enc:

AFFIDAVIT

STATE OF CALIFORNIA)
) SS: DATE: JULY 22, 2002
COUNTY OF LOS ANGELES)

I, YVONNE LIEBEL, representative of the Alliance Entities: Yvonne Liebel; The Alliance Foundation, Inc.; Alliance International Development Corp.; Alliance Capital, Inc.; DTL-USA, Inc.; and

General Homes, Inc.; being first duly sworn, do depose and say as follows:

1) I am over eighteen (18) years of age, understand the meaning and obligation of an oath, and have personal knowledge of the statements listed below.

2) I am Founder, Chief Executive Officer and representative of the named corporations listed within the Alliance Entities.

3) That on Tuesday, July, 2, 2002, I was with my son, Jason Liebel, at the United States Supreme Court in Washington D.C. where the Petition for Writ of Certiorari was filed at 13:10 PM together with the attached Cover letter and Certification (attached are two copies of the Court stamped cover pages).

4) That on Thursday, July 5, 2002, I was with my son at the United States Supreme Court where the attached Amendment Letter to the Petition was filed, adding the name of Rene Heinecke to the list of Respondents and her counsel to the Certification page, omitted by an oversight.

5) That under no circumstances whatsoever I'm able to obtain zealous counsel for the corporations of the Alliance Entities, a main issue raised in the Petition for Writ of Certiorari supported by evidence and testimony.

6) That, due to this circumstance I must represent the corporations of the Alliance Entities in order to protect their claims, as fully stated in the body of the Petition, with evidence and testimony to support my claims.

7) That, having no choice in the matter and at the risk of losing the corporations' claims I shall comply with the United States Supreme Court's instructions, to delete the corporations' names and the reference of my representation from the cover of the Petition of Writ of Certiorari.

I certify that the foregoing statements are true and accurate to the best of my knowledge and belief.

_____

/S/Yvonne Liebel

Appendix K- Constitutional rights violations by the Waterbury Superior Court, Complex Litigation Docket

See below:

No. 01-258

In The

Supreme Court of the United States

Yvonne Liebel

Petitioner,

v.

Eugene Grant, Esq.; Robert Nagro; Richard Solomon; Ridgefield Bank; Weil, Gotshal and Manges, LLP; Bridge to Brotherhood, Inc.; Mark Hoeing, Esq.; David Stone, Esq.; Ira Millstein, Esq.; Marvin Jacob, Esq.; Reynolds and Rowella, LLP.; PricewaterhouseCoopers, LLP/Kesselman & Kesselman, LLP.;

Respondents.

On Petition For Writ Of Certiorari
To State Of Connecticut Appellate Court

PETITIONER'S SUPPLEMENTAL BRIEF TO PETITION FOR WRIT OF CERTIORARI

Yvonne Liebel, **Pro Se**
8913 Olimpic Blvd. Suite 101, Beverly Hills, CA 90211
e-mail: yliebel @ aol.com
Tel: (310) 657-2771 Cell: (310) 435-0769 Fax: (310) 657-2731

QUESTIONS PRESENTED

Do the recent actions of the Connecticut Superior Court, through its Complex Litigation Docket, continue to violate the Petitioner's Due Process rights?

Questions addressing violations of Petitioner's constitutional rights to Due Process and Equal Protection Of The Laws under the Fourteenth Amendment of The United States Constitution

This litigant's life and her family's are at risk

PARTIES TO THE PROCEEDINGS

Plaintiffs /Petitioners

Yvonne Liebel, Petitioner, is an individual and has no corporate affiliation; **The Alliance Foundation, Inc.**, a Connecticut 501(c)(3) non-stock corporation; **Alliance Capital, Inc.**, a Connecticut corporation with no parent or publicly held company; **General Homes, Inc.** a Connecticut corporation with no parent or publicly held company; **Alliance International Development Corp.**, a Connecticut corporation with no parent or publicly held company; **DTL-USA, Inc.**, a Connecticut Corporation with no parent or publicly held company.

Defendants/Respondents

Eugene Grant, Esq., an individual and has no corporate affiliation; **Robert Nagro**, an individual and has no corporate affiliation; **Richard Solomon**, an individual and has no corporate affiliation; **Ridgefield Bank**, a Connecticut corporation, a commercial bank with no parent or publicly held company; **Weil, Gotshal and Manges, LLP**, a New York limited Liability Partnership; **Mark Hoeing, Esq.**, an individual and has no corporate affiliation; **David Stone, Esq.**, an individual and has no corporate affiliation; **Bridge to Brotherhood, Inc.**, a New York 501(c)(3) non stock corporation; **Ira Millstein, Esq.**, an individual and has no corporate affiliation; **Marvin Jacob, Esq.**, an individual and has no corporate affiliation; **Reynolds and Rowella, LLP**. a Connecticut , Limited Liability Partnership; **PricewaterhouseCoopers, LLP/Kesselman & Kesselman**, a Delaware Limited Liability Partnership.

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BASIS FOR JURISDICTION

This Supplemental Brief is in response to new intervening matters not available at the time of the Petitioner's filing of the Petition for Writ of Certiorari on July 30, 2001. This Brief is filed in accordance with Rule 15.8 of the Supreme Court of the United States, under which the jurisdiction of this Court is invoked.

STATEMENT OF NEW FACTS

1. Since ***August 26, 2001,*** Petitioner has been and continues to be for the next 45-60 days the primary care giver to her father in California who since the filing of the Writ on ***July 30, 2001*** suffered a second stroke and a heart attack. The following is a temporary change of address for the next 60 days:
Yvonne Liebel c/o DHA Development, Inc.
8913 Olimpic Blvd, Suite 101, Beverly Hills, CA 90211
Tel: (310) 657-2771 Cell: (310) 435-0769 Fax: (310) 657-2731

2. On ***October 11, 2001,*** granted a 30 day extension, a Brief in Opposition was filed by Attorney of Record for respondents: Weil, Gotshal & Manges, LLP; Bridge to Brotherhood, Inc.; Mark Hoenig; David Stone; Ira Millstein; and Marvin Jacob;

3. Due to Petitioner's situation and lack of legal counsel, on ***October 22, 2001*** (due date to file a Reply Brief) Petitioner mailed via U.S. Express Mail, an Application for Extension of Time till ***December 10, 2001*** to file the Reply Brief (App. A). Petitioner did not receive the Court's reply but learned of a November 9, 2001 conference.

4. On ***October 23, 2001,*** Petitioner was examined and a biopsy was taken for an unusual thyroid cystic lesion possibly due to an extended exposure to the water at her residence (to date Petitioner's residence can not be occupied more than on a very limited basis until environmental problems are resolved (Page 18 of Petition)).

5. On *October 23, 2001,* Petitioner received a message on her cell phone at (310) 435-0769 at approx. 2:45PM Pacific Time from Ms. Brenda Hamilton, Esq., Court Officer for Hon. Judge Michael R. Sheldon at the Waterbury Superior Court, Complex Litigation Docket in Waterbury, Connecticut.

6. On *October 24, 2001,* Petitioner returned Ms. Hamilton's call only to find out that five weeks prior, without her knowledge or consent, her case(s) were transferred from the Complex Litigation Docket in Stamford, Connecticut to the Complex Litigation Docket in Waterbury, Connecticut. According to Ms. Hamilton the Judge at the Stamford Complex Litigation Docket recused from these cases due to conflict-of-interest with one of the Defendants' law firms (Ms. Hamilton did not know which law firm) and was transferred to another district (also unknown to Ms. Hamilton). Petitioner was shocked. For the past year, Hon. Judge Tierney was fiercely intent on transferring these cases to his Court and was scheduled to remain in Stamford for an extended term or at least until these cases were concluded. A conflict-of-interest this late in the process; his sudden transfer; and the transfer of the cases to Waterbury Complex Litigation raised more questions than answers. Ms. Hamilton, however, refused to provide Petitioner with any additional information, only that an Initial Status Conference was scheduled for October 29, 2001 at the Waterbury Complex Litigation Docket, Hon. Judge Michael R. Sheldon presiding. Petitioner informed Ms. Hamilton that she was unable to attend the Conference due to her domestic situation; that the corporations had no legal counsel; and that the issues concerning counsel and the transfer of these cases from the Danbury Superior Court in Danbury, Connecticut to <u>any</u> Complex Litigation Docket in the State of Connecticut were pending an appeal to the U.S. Supreme Court. Petitioner also reminded Ms. Hamilton that until the Appeal process was concluded, the Danbury Superior Court had jurisdiction over these cases. Petitioner requested that the Initial Status Conference be delayed until these issues were resolved. Ms. Hamilton promised to convey the message to Hon. Judge Sheldon.

7. On ***October 25, 2001,*** Petitioner called Ms. Rose-anne Rush, Esq. the Court Officer at the Complex Litigation Docket in Stamford to find out about the transfer. Ms. Rush was absent until October 29, 2001. Petitioner also called Attorney Kevin Ahern, who according to Ms. Hamilton, was still listed as attorney for the corporations. Petitioner left a message for Attorney Ahern requesting information.

8. On ***October 26, 2001,*** Petitioner received lab results with regard to the Thyroid Cyst: " Type of cystic lesion cannot be determined as there are only rare poorly preserved follicular cells." Doctor was puzzled by report and ordered a second opinion. Opinion pending.

9. On ***October 26, 2001,*** Petitioner received from Attorney Ahern copies of notices with regard to the transfer. Accordingly, Hon. Judge Chase Rogers replaced Hon. Judge Tierney at the Complex Litigation Docket in Stamford and it was Judge Rogers who recused from these cases. Her recusal provided the basis for the reassignment of these cases to the Chief Administrative Judge of the Civil Division; the cancellation of a Status Conference scheduled for September 12, 2001 at Stamford (App. B); and the subsequent transfer of these cases to the Waterbury Complex Litigation Docket in Waterbury (App. C).

9. On ***October 28, 2001,*** as customary in Connecticut Superior Courts Short Calendar hearings, Petitioner informed Ms. Hamilton, in writing, of her special circumstances in California; the absence of counsel to represent her and the Plaintiff corporations; the pending appeal at the U.S. Supreme Court; and asked Ms. Hamilton to <u>Mark Off Not Ready</u> the scheduled conference (App. D).

10. On ***October 29, 2001,*** although Petitioner pleaded with the Waterbury Complex Litigation Docket in Waterbury to hold off on the Status Conference, Hon. Judge Michael R. Sheldon held the scheduled conference with all opposing counsel present, absent Petitioner(s) and any legal representation for them (App. E). According to Ms. Hamilton, Hon. Judge Sheldon together with

opposing counsel set a litigation schedule. Petitioner was told to expect a 30 page Transcript to be ready on November 6, 2001. At the Conference Hon. Judge Sheldon granted Attorney Kevin Ahern's Motion To Withdraw from representation. Following the conference Attorney Kevin Ahern strongly recommended to Petitioner to immediately obtain new counsel or risk default of cases (App. F).

REASONS FOR GRANTING THE WRIT OF CERTIORARI

The zeal shown by the Connecticut Court System and the Respondents in keeping this case(s) in the Complex Litigation Docket with its vague rules and away from the Connecticut Superior Court where clear cut Connecticut Law is applied, is highly suspect. In an attempt to "fix" and camouflage the outrageous injustice that was done to this Petitioner and the corporations under her care while keeping this case(s) in the Complex Litigation Docket, the Connecticut Court System once again played into the Respondents' powerful hands by transferring the case from the Stamford Court whose conduct since November 15, 2000 clearly demonstrated the adjudication ills of the Complex Litigation Docket (all its rules; decisions; errors and omissions; without exception, were in favor of Defendants and not subject to appeal). It seems the transfer was an attempt to isolate the problem to a single judge at Stamford in an effort to salvage the reputation or existence of this highly criticized Docket, while continuing to subject the Petitioner to its unconstitutional standards and deprive her of her due process rights and the equal protection of the laws.

In addition, when powerful law firms rob their pro-bono clients to serve their own interests (Petition, App. D3, at 26a), confident that those clients couldn't bring a suit against them; Summon their legal Fraternity to protect them against lawsuits even at the cost of violating precious laws; Threaten individual attorneys who braved their peers' pressure, by leaving slashed rabbits on their door step; threaten 'they could never work again in their legal profession'; threaten with sanctions and loss of their license, etc.,

then these powerful law firms have taken the legal system hostage. This Petitioner(s) was a victim of their methods for two and a half years prior to filing the lawsuits and throughout this litigation. In their Brief in Opposition, the Respondents ignored this issue entirely, which has everything to do with their obstruction of justice and the denial of the Petitioner's rights to due process and equal protection of the laws. This is not a State matter as these Respondents would like this Court to believe, but an extreme violation of Federal and Constitutional laws that are subject to this Court's jurisdiction. Their deeds were carefully chronicled in the Petitioner's Third Amended Complaint and supported by necessary exhibits that enabled two Superior Court judges to independently cite them in as Defendants in this litigation. Although the Writ and this Brief were forced to be submitted only with respect to the Petitioner as the corporations "lost" their counsel just prior to the filing of the Writ, the arguments made herein are equally applicable to the Plaintiff corporations that are parties to these proceedings.

CONCLUSION

1.This Petitioner's painful saga with the Complex Litigation Dockets in the State of Connecticut continues to cause significant damage to this case(s) and the only possible relief is a United States Supreme Court decision to return these cases to their original Superior Court in Danbury where proper venue lies and where Connecticut law can provide some shield against the Respondents' actions. This Petitioner prays this Court will grant this transfer.

2.Without the United States Supreme Court's intervention this Petitioner and the corporations under her care will never be able to secure zealous legal counsel to represent their interests, to which they are entitled to under the Constitution of the United States of America, and justice will forever be denied them. This Petitioner prays that this distinguished Court will assist this Petitioner(s) in obtaining such counsel so that justice can be served.

Dated: Beverly Hills, California
November 5, 2001

Respectfully Submitted,

Yvonne Liebel, Pro Se
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Beverly Hills, CA 90211
(310) 657-2771 (310) 435-0769
Fax: (310) 657-2731

APPENDIX A

Yvonne Liebel

8913 Olimpic Blvd, Suite 101,Beverly Hills, CA 90211
Tel: (310) 657-2771 Fax: (310) 657-2731

October 22, 2001

Via: U.S. Express Mail

(202) 479-3024
Mr. Frank Lorson
Chief Deputy Clerk
United States Supreme Court
One First Street – NE
Washington, D.C. 20543

Re: Liebel v. Grant et al
Case No.: 01-258

Dear Mr. Lorson:

With respect to the above matter, any Reply Brief in response to Brief in Opposition filed by Attorney of Record for respondents: Weil, Gotshal & Manges, LLP; Bridge to Brotherhood, Inc.; Mark Hoenig; David Stone; Ira Millstein; and Marvin Jacob, on October 11, 2001 is presently due today, ***October 22, 2001.*** Please allow this correspondence to serve as Application for Extension of Time to file a Reply Brief in response to the Brief in Opposition from the present date of October 22, 2001 to ***December 10, 2001.***

The reason for this requested extension of time is that additional time is necessary in order to allow this Petitioner to try to obtain some legal assistance, complete, finalize and serve a

submission to this Court. In addition, Petitioner, who is in pro se with respect to this matter, for the past couple of months has been and continues to be the primary care giver to her father in California who since the filing of the Petition for Writ of Certiorari on July 30, 2001 had suffered a second stroke and a heart attack. With this fragile and limiting situation Petitioner may or may not be able to file the Reply Brief within this time frame. However, Petitioner wishes to obtain this extension in order to make every effort to respond given the misstatements, discrepancies, omissions, innuendos, and the like in the Respondents' Brief in Opposition.

One example of a misstatement is in the footnotes on page 9 of the Respondents' brief. The respondents refer to August 8, 2001 as the date of service of the Petition in which the corporate Plaintiffs are not represented. This date is incorrect.

Correct date is August 13, 2001. The initial Petition was filed and served on July 30, 2001. On August 8, 2001, Petitioner was requested to correct the petition by removing the corporate petitioners. On August 13, 2001, Petitioner submitted the corrected petition and served the appropriate parties. This was stated in the Court's letter of August 14, 2001, copy of which was sent to the respondents. To support this argument please see the attached letter dated August 15, 2001 from the Petitioner to approximately 650 contributors and friends of the Alliance Foundation, Inc. throughout the U.S, Europe and Israel as part of an ongoing update on this litigation (8 pages). Please also see attached a letter from the law firm of Zeldes, Needle & Cooper of Connecticut responding in the negative to providing the Petitioner and the corporations legal counsel (1 page). This was the Petitioner's latest attempt to secure counsel before preparing, filing and serving the Petition for Writ of Certiorari in pro se.

Given that Petitioner must stay in California for at least the next 30-45 days, kindly forward all future communications during this period to the address listed on this stationary.

Thank you for your time and attention.

Very truly yours,

Yvonne Liebel

Cc: Michael K. Stanton, Esq.
695 East Main Street
Stamford, CT 06901

Stephen Fogerty, Esq.
Halloran & Sage
315 Post Road West
Westport, CT 06880

Frank J. Silvestre, Jr.
Zeldes, Needle & Cooper
1000 Lafayette Blvd.
Post Office Box 1740
Bridgeport, CT 06601-1740

Attachments:

1. Letter dated August 15, 2001 to contributors and friends of The Alliance Foundation, Inc.
2. Letter from Zeldes, Needle & Cooper of Connecticut;
3. Supreme Court Letters

Attachment 1:

THE ALLIANCE FOUNDATION, INC.

August 15, 2001

Dear Alliance Friend and Contributor,

I hope this letter finds you and yours well.

Since I have written to you last, on December 14, 2000, the struggle to save The Alliance Foundation, Inc., its assets and mission, continued both in and out of the Connecticut courts. I'm writing to you from Washington, D.C. where I have spent the last few days finalizing the filing of an appeal to the United States Supreme Court in a form of a "Petition for Writ of Certiorari" booklet.

Let me briefly update you as to what this means and how we got here.

Following several favorable rulings rendered by the Connecticut Superior Court in Danbury, two of which ordered us to amend our complaint to further include as Defendants: Weil, Gotshal and Manges, LLP; Mark Hoeing, Esq.; David Stone, Esq.; Ridgefield Bank; Bridge To Brotherhood, Inc.; Ira Millstein, Esq.; and Marvin Jacob, Esq.; On October 12, 2000, the Defendants filed an application to the Court to transfer the case to the so-called Complex Litigation Docket in another city (Stamford, Connecticut) where their attorneys are located. We vehemently objected to the transfer citing physical, financial and logistic difficulties that would

seriously compromise our ability to litigate our case in a litigation that was already grossly mismatched.

Note: Neither the UJA nor any other charitable or governmental organization which is directly or indirectly connected with the Defendants and to this matter are defendants in this action.

The Connecticut Courts ignored our numerous compelling objections via appeals to the Appellate and Supreme Courts and transferred the case. In the process, the Courts violated our due process rights and our right to equal protection of the laws as guaranteed to us under the Fourteenth Amendment of the United States Constitution by not allowing for a hearing at the Danbury Superior Court prior to the transfer; by holding a "staged" and "un-meaningful" hearing, after the fact, at the Complex Litigation Docket in Stamford; by transferring our litigation to a Court that deviated from State adjudication standards without providing a "road map" as to what rules and procedures the Complex Litigation Docket was subjected to, and/or legal assistance, to enable us to appropriately function within its boundaries. Further, toward the end of the nine months appeal process and without legitimate reasons both our part-time attorneys resigned.

Following a couple of months of lone preparation under extreme physical and emotional conditions and without Connecticut counsel, on July 30, 2001, I filed, in pro se, the Petition for "Writ of Certiorari" to the United States Supreme Court on behalf of The Alliance Foundation, Inc., the other Plaintiff corporations connected with this action (Alliance Capital, Inc.; Alliance International Development Corp.; General Homes, Inc.) and myself, appealing the transfer and other Court actions, as well as, questioning the validity of the Complex Litigation Docket and Managerial Judging within this Court/ Docket. The three questions presented before the U.S. Supreme Court in the Petition are:

I Is an Interlocutory Order not-appealable where Due Process is denied a civil litigant?

II Is civil litigant's Due Process not violated when the litigant is denied counsel?

III Does pretrial managerial judging in Complex Litigation Courts violate Due Process when the courts depart from state adjudication standards without a well-publicized body of rules and procedures that is accessible to all litigants?

On August 2, 2001, the Clerk of the United States Supreme Court denied the Petition stating that the 90 days period to file the petition had expired. The U.S. Supreme Court tolled the time from an April 27, 2001 partial Order issued by the Connecticut Supreme Court and not, as stated in the petition, from a complete and final order issued on May 7, 2001(see August 2, 2001 computer generated letter, original is in Connecticut)

On August 3, 2001, I filed a "Motion Directing the Court to File the Petition", contesting the Court's decision, arguing that the April 27, 2001 Connecticut Supreme Court Order was incomplete and could not stand on its own merit. On August 8, 2001, I further filed an Addendum to the Motion asking the distinguished U.S. Supreme Court to review the validity of the Connecticut Supreme Court April 27, 2001 Order, and the wording of its May 7, 2001 Order.

Late in the day on August 8, 2001 and following a review of our motion and addendum, the United States Supreme Court issued a letter accepting the July 30, 2001 filing date and thereby the May 7, 2001 Connecticut Supreme Court Order from which the 90 days tolled. In its letter, the United States Supreme Court requested that I file a new Petition within 60 days of the date of the letter primarily correcting the size of the booklet; removing the names of the other plaintiffs from the cover page (as pro se, I could not represent the

corporations); and requesting that I direct the appeal to the Connecticut Appellate Court vs. the Connecticut Supreme Court (see attached August 8, 2001 letter.) On inquiry during the preparation of the Petition I was told both by outside counsel and the U.S. Supreme Court Clerk that the Connecticut Courts could not be listed as Respondents in this Petition.

On August 13, 2001, a corrected Petition for "Writ of Certiorari" (40 new booklets) was filed and received a docket No. 01-258. According to the U.S Supreme Court Clerk, the Defendants/Respondents will have 30 days to respond to the Petition after which time (could be several months) the U.S Supreme Court will render its decision.

On August 14, 2001, the U.S. Supreme Court issued a formal letter listing the July 30, 2001 as the filing date and placing the petition on the docket as of August 13, 2001 as No. 01-258 (see attached August 14, 2001 letter.)

Now on a more personal note:

While in D.C visiting with a new acquaintance, a doctor, at his practice (he was helpful in carrying and protecting the Petition booklets during a lengthy down pour), I met a Jordanian/Palestinian patient who was there for a physical exam renewing his taxicab's license. Considering the recent horrible suicide bombings in Israel it was hard for me to pursue a conversation with this man (in his early fifties) who first asked for my help in spelling the word "Paramount" on a document he was filling out and later proceeded to ask me where I was from.

Deciding to override my feelings in an attempt to reach out and understand his psyche, I told him that my parents who were born in Baghdad, Iraq, immigrated to Israel when I was a few months old. " Oh, you are a Jew" he exclaimed, seemingly disappointed. I acknowledged.

In a conversation that lasted about 30 minutes, I went on to name some popular Arabic singers to which he was surprised and delighted; I shared with him my visit to Amman Jordan in November 1995 (the Economic Summit) and my appreciation for the late King Hussein's efforts on behalf of peace, to which he had no special reaction, and my sadness for the loss of Prime Minister, Yitzhak Rabin and the peace process, to which he had no special reaction either. I then suggested that if Arabs and Israelis worked together, peacefully, they could build the Middle East to be so successful that it could compete with Europe and the U.S. To that, the man jumped with excitement and said: "Oh, but we could even be better than them..." His reaction was instinctive and genuine.

Although I made special attempt to "win him over" and he called me "my cousin", the conversation was cautious and intense. He then passionately asked why don't the Israelis give up the land for peace to Syria and to the Palestinians like they did with Egypt with which they enjoyed a lasting peace, because otherwise, he said, "Israel would only last-- maybe 20 years", I felt the blood rushing to my head. I then politely asked him how much land did he think the Israelis had to give up in order to secure peace? He intensely suggested that the Israelis should go back to the 1967 borders, prior to the Six Day War. I then asked the man if giving up this land would indeed secure peace between the Israelis and their Palestinian cousins, as he called them? The man replied: " There are no guaranties, of course. You have to trust God. You can't just be scared Israelis" and then he made gestures mimicking "scared" Israelis, " if not in this life maybe in the next life. There's another life after this you know" he said with certainty. Once again, I felt the blood rushing to my head. He smiled at me and affectionately said that I reminded him of a very close relative and then left.

Once he was gone, my heart wept. It wept for the emotional and physical manipulation and abuse of simple folk by fanatic leaders who thrive on chaos and destruction. The lack of constructive and productive leadership in a region that only a few

years ago showed such promise through global political dialogue and budding economic negotiations and partnerships. My heart wept for the confusion and mixed passions... and for lost opportunities. I thought about Mandela, and Gandhi, and Rabin and Saadat, and wondered how much longer does the Middle East have to endure before someone with their stature, vision, courage and charisma would come along to stop this Dance of the Devil and illuminate the way for peoples so lost yet so hungry for and deserving of life, liberty and the pursuit of happiness?

Warmest personal regards from me to you, always.

Yvonne Liebel,

The Alliance Foundation, Inc.
Founder and CEO

P.S. For copies of the Petition for "Writ of Certiorari" booklet, the Motion dated August 3, 2001, and the Addendum dated August 8, 2001, please contact me personally at:

Yvonne Liebel, The Alliance Foundation, Inc.
The Alliance Institute for Peace
106 Great Hill Road
Ridgefield, CT 06877
E-mail: yliebel @ aol.com
Tel: (203) 438-4677 Cell: (310) 435-0769 (you may have to dial 2-3 times)
Fax: (203) 438-0040 or (310) 657-2731

- Any contributions to The Alliance Foundation, Inc. and/or legal assistance will be most welcome.

Attachment 2:

ZELDES, NEEDLE & COOPER
A Professional Corporation

Attorneys at Law
1000 Lafayette Blvd.
Post Office Box 1740
Bridgeport, Connecticut 06601-1740
Telephone (203) 333-9441
Fax (203) 333- 1489

Frank J. Silvestri, Jr.
Direct Mail 203 332-5775
E-Mail fsilvestri@znclaw.com

May 14, 2001

VIA FACSIMILE
AND U.S. MAIL

Ms. Yvonne Liebel
c/o DHA
8913 Olimpic Blvd.
Beverly Hills, CA 90211

Re: Alliance Foundation Inc. et al v. Eugene Grant, et al

Dear Yvonne:

It was a pleasure meeting you last Friday and learning about your case.

I have discussed the matter with Mr. Zeldes and with our screening committee. I am sorry to report that our firm declines to undertake this matter.

We appreciate the fact that you considered retaining us, and wish you the best in the lawsuit and your future endeavors.

Cordially,

Frank J. Silvestri, Jr.

FJS: dbr

Attachment 3:

SUPREME COURT OF THE UNITED STATES
OFFICED OF THE CLERK
WASHINGTON, DC 20543-0001

William K. Suter
Clerk of the court

August 2, 2001

Area Code 202
479-3011

Yvonne Liebel
106 Great Hill Road
Ridgefield, CT 06877

RE: Yvonne Liebel v. Eugene Grant, et al.

Dear Ms. Liebel:

The above-entitled petition for writ of certiorari hand-delivered on July 30, 2001, is herewith returned for the following reason (s):

The petition is out–of-time. The date of the lower court judgment or order denying a timely petition for rehearing was April 27, 2001. Therefore, the petition was due on or before July 26, 2001. Rules 13.1, 29.2 and 30.1. When the time to file a petition for a writ of certiorari in a civil case (habeas action included) has expired, the Court no longer has the power to review the petition.

The May 7, 2001, letter from the Supreme Court of Connecticut to you does not toll the time within which to file a petition for writ of certiorari.

Your $300.00 check (#716) is herewith returned.

Sincerely,

William K. Suter, Clerk
By:
Gail Johnson
(202) 479-3038

Enclosures

SUPREME COURT OF THE UNITED STATES
OFFICED OF THE CLERK
WASHINGTON, DC 20543-0001

William K. Suter
Clerk of the court

August 8, 2001

Area Code 202
479-3011

Yvonne Liebel
106 Great Hill Road
Ridgefield, CT 06877

RE: Yvonne Liebel v. Eugene Grant, et al.

Dear Ms. Liebel:

Returned are copies of the petition for a writ of certiorari originally received on july 30, 2001, and received again on august 8, 2001, which fails to comply with the rules of the Court.

If you intend to pay the $300 docket fee, the petition must be in booklet format and on paper that measures 6 1/8 by 9 ¼ inches. Rule 33.1 (a).

The appendix to the petition as required by rule 14 must be in booklet format and on paper that measures 6 1/8 by 9 ¼ inches. Rule 33.1 (a).

The caption of the case must appear as appropriate in this Court. Rule 34.1 (c).

The additional petitioners listed on the cover of the petition must be removed. The petition should be directed to the Appellate Court of Connecticut.

The text of the petition and appendix must be typeset Roman 11-point or larger type with 2-point or more leading between lines. The typeface of footnotes must be 9-point or larger with 2-point or more leading between lines. Please note that computer generated "Roman" font is smaller than traditional Roman type and you may need to increase the font size. Rule 33.1 (b).

Kindly correct the petition and appendix so that it complies in all respects with the Rules of the Court and return it to this office promptly so that it may be docketed. Unless the petition is received by this office in corrected form within 60 days of the date of this letter, the petition will not be filed. Rule 14.5

Three copies of the corrected petition must be served on opposing counsel. Rule 29.3.

This office shall retain one copy of the petition and your check in the amount of $300.00 in expectation of timely receipt of a properly prepared petition.

Sincerely,

William K. Suter, Clerk
By:
Gail Johnson
(202) 479-3038

Enclosures

SUPREME COURT OF THE UNITED STATES
OFFICED OF THE CLERK
WASHINGTON, DC 20543-0001

William K. Suter
Clerk of the court

August 14, 2001

Area Code 202
479-3011

Yvonne Liebel
106 Great Hill Road
Ridgefield, CT 06877

RE: Yvonne Liebel
v. Eugene Grant, et al.
NO. 01-258

Dear Ms. Liebel:

The Petition for a Writ of Certiorari in the above entitled case was filed July 30, 2001 and placed on the docket August 13, 2001 as No. 01-258.

Forms are enclosed for notifying opposing counsel that the case was docketed.

Sincerely,

William K. Suter, Clerk
By:
Gail Johnson
Assistant

Enclosures

APPENDIX B

A sample Notice:

Grant, Eugene M. VS.
Alliance Foundation CV-01-01B4856-S (xo5)

Notice:

THE HONORABLE CHASE ROGERS< PRESIDING JUDGE OF THE COMPLEX LITIGATION DOCKET AT STAMFORD IS RECUSED FROM THIS CASE. THIS CASE WILL BE REASSIGNED

BY THE CHIEF ADMINISTRATIVE JUDGE OF THE CIVIL DIVISION.

BECAUSE OF RECUSAL BY THE COURT< THE HEARING SCHEDULED FOR SEPTEMBER 12, 2001 IS CANCELLED>

R. RUSH, COURT OFFICER

Kevin W. Ahern
33 Heritage Hill Road

SUPERIOR COURT
123 HOYT STREET
STAMFORD, CONNECTICUT 06905

Branford CT 06405

DATED: SEP 05, 2001
FST

APPENDIX C

A Sample Notice:

JUDICIAL INFORMATION SYSTEMS REPORT DATE 9/20/2001
COUNSEL/PRO SE NOTIFICATION REPORT PAGE 01 OF 01

PLAINTIFF- ATTORNEYS AND PRO SE PARTIES

YVONNE LIEBEL
54 DANBURY RD. SUITE 300
RIDGEFIELD, CT 06877

JOYCE A. MORIN
559 RTE 6
P.O.BOX 110
MAHOPAC, NY 10541

DEFENDANT-ATTORNEYS AND PRO SE PARTIES

ROBINSON & COLE
FINANCIAL CENTRE
PO BOX 10305
STAMFORD CT 06904

RUCCI BURNHAM CARTA & ED
800 POST ROAD
PO BOX 1107 DARIEN CT 06820

CURTIS MALLET-PREVOST CO
FINANCIAL CENTRE
695 EAST MAIN ST
STAMFORD CT 06904

HALLORAN & SAGE
315 POST ROAD WEST
WESTPORT CT 06880

DOCKET NUMBER: CV-01-0183162-S (XO5)
CASE CAPTION: ALLIANCE FOUNDATION E
VS:
GRANT, EUGENE E

THIS CASE HAS BEEN TRANSFERRED TO THE HONORABLE MICHAEL SHELDON OF THE WATERBURY COMPLEX LITIGATION DOCKET FOR ALL FURTHER PROCEEDINGS.

A NEW DOCKET NUMBER WILL BE ASSIGNED BY THE WATERBURY COURT.

THE COURT OFFICER ASSIGNED TO THIS CASE IS BRENDA HAMILTON, ESQ. 203-236-8232

R.RUSH, COURT OFFICER
STAMFORD COMPLEX LITIGATION DOCKET

SUPERIOR COURT
123 HOYT STREET
STAMFORD, CONNECTICUT 06905

DATED: SEP 20, 2001
FST STAMFORD

APPENDIX D

Yvonne Liebel

8913 Olimpic Blvd, Suite 101, Beverly Hills, CA 90211
Tel: (310) 657- 2771 Fax: (310) 657-2731

October 28, 2001

Via Fax: (203) 236-8234 (2 pages)

Brenda M. Hamilton, Court Officer
Superior Court
Complex Litigation Docket
400 Grand Street
Waterbury, CT 06702
Phone: (203) 236-8232

Re: The Alliance Foundation, Inc. et al. v. Eugene Grant, et al
Eugene Grant v. The Alliance Foundation, Inc.
Eugene Grant v. Alliance Capital, Inc.
Eugene Grant v. Alliance Capital, Inc.

Liebel v. Grant et al
United States Supreme Court: Case No.: 01-258

Dear Ms. Hamilton:

Pursuant to your message on my cell phone (310-435-0769) on Tuesday, October 23, 2001 (approx. 2:35 pm West Coast time) and our subsequent conversation on the following day, October 24, 2001, this notice is to confirm that the Initial Status Conference scheduled for October 29, 2001 at 2:15pm at the Waterbury Complex

Litigation Docket at Waterbury is **MARKED OFF** pending United States Supreme Court (Docket No.01-258) decision appealing the Complex Litigation Docket's jurisdiction, anywhere within the State of Connecticut over the above cases and returning them to their original court at the Danbury Superior Court at Danbury.

In addition, one of the issues raised in the Petition for Writ of Certiorari is the absence of Counsel to represent the above cases. Attorney Kevin Ahern listed as legal counsel representing the 3 Grant v. Alliance cases in the documents you faxed me on October 24, 2001 with regard to the conference, resigned earlier this year and his resignation was accepted in July 2001. Attorney Joyce Morin who represented Alliance, et al v. Grant, et al., and DTL-USA and Yvonne Liebel v. Ridgefield Bank, also resigned in June 2001 and her resignation was accepted in July 2001. In July 2001, a notification of their resignation and acceptance of said resignation was sent to: Hon. Judge Tierney at the Complex Litigation Docket in Stamford; the Danbury Superior Court at Danbury; the Appellate/Supreme Court of the State of Connecticut; to all counsel of record and to the United States Supreme Court (as described and evidenced in the Petition).

I would also like to confirm in this notice that it was during our conversation on October 24, 2001, that I first learned about the above cases being transferred from the Stamford Complex Litigation Docket to the Waterbury Complex Litigation Docket five weeks ago (as you know, I was in California since August 26, 2001 due to my father's illness and awaiting the U.S. Supreme Court decision). According to you, the transfer was a result of a conflict-of-interest stemming from the Presiding Judge and one of the Defendants' law firms (you had no knowledge which law firm). I thought, of course, that the conflict had to do with Hon. Judge Tierney who presided over and persisted for the past 11 months on transferring these cases from the Danbury Superior Court to his Court. Upon further inquiry (I called Attorney Kevin Ahern) I learned that Judge Tierney was actually himself transferred to another district (the name of

which was unknown to Ahern as the Court Officer, Rose Anne Rush, did not wish to disclose this information) and the conflict-of-interest had to do with the new presiding Judge, Hon. Chase Rogers, it was therefore that the cases were transferred to Waterbury Complex Litigation Docket.

It is my understanding that in accordance with Connecticut law the above cases are under the jurisdiction of the Danbury Superior Court until such time that the United States Supreme Court decides this matter. Therefore, I do not wish to change my official mailing address as you suggested in your letter. However, I would greatly appreciate if meanwhile you could mail or fax to me any future communications to the California address and fax number listed on this stationary. I will be happy to pay for any additional expenses associated with this matter. For your information, the United States Supreme Court is scheduled to review the Petition for Writ of Certiorari on November 9, 2001.

I thank you in advance for your time and assistance.

Very truly yours,

Yvonne Liebel, pro se
Founder and CEO, The Alliance Foundation, Inc.
President, Alliance Capital, Inc.
President, General Homes, Inc.
President, DTL-USA, Inc.
President, Alliance International Development, Inc.

CC by fax to:
All Counsel of Record
Mr. Frank Lorson, Chief Deputy Clerk, United States Supreme Court (note: I was unable to fax Mr. Lorson)

APPENDIX E

VIA FAX 310- 657-2731

TO: Yvonne Liebel

FROM: Linda Rinaldi
Waterbury Superior Court
400 Grand Street
Waterbury, CT 06702

To confirm our telephone conversation today, I will prepare an expedited transcript of yesterday's hearing in the case of The Alliance Foundation cases. I estimate the transcript to be 30 pages and the cost is $3.50/page for expedited service.

Please fill out and return via fax the form that accompanies this fax transmission. Our fax is 203-236-8198. I will mail the transcript to you via overnight mail.

APPENDIX F

KEVIN W. AHERN
Attorney at Law
33 heritage hill road, Branford, ct, 06405
tel 203 488-4520, fax 203 488-1465, e-mail kwsahe @earthlink.net

October 30, 2001
Yvonne Liebel
106 Great Hill Road
Ridgefield, CT 06877

Re: Grant v. Alliance Capital, Inc.
Grant v. Alliance Capital, Inc.
Grant v. The Alliance Foundation, Inc.

Dear Eva;

My motions to withdraw from the above cases have been granted. The defendants in these cases need to have a new attorney file appearances in these cases immediately. If they do not, the defendants in these cases may not receive notices or copies of pleadings from the Court or opposing counsel. Opposing counsel may also move to default the defendants.

Thank you for your kind attention.

Sincerely,

Kevin W. Ahern

Cc: sent to Fax number 310-657-2731

MOTIONS TO STAY FILED IN DANBURY AND WATERBURY SUPERIOR COURTS WITH COPIES TO APPELLATE/SUPREME COURT

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

August 29, 2002

Via Fax: (203) 236-8234 and First class U.S. Mail (cover plus 3 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8232
Complex Litigation Docket, 400 Grand Street
Waterbury, CT 06702 (Att. Melanie/ Hon. Sheldon, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482
Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed please find for filing a Motion to Stay all legal proceedings in the above docketed cases until ruling is rendered by the Supreme Court of the United States on the pending Petition for

Writ of Certiorari I filed on behalf of myself and the corporations on July 2, 2002.

Also, I'm mailing to you an original for each of the four docketed cases.

Thank you for your time and attention.

Very truly yours,

/S/Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.
DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification page

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

August 29, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 3 pages with cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: The Visiting Nurse Assoc. vs. The Alliance Foundation, Inc. No. SP02-10636
DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank No. CV 00 0338142 S
Rene Heinecke vs. Yvonne Liebel CV 98 333546 S

Dear Robin:

Faxed please find for filing a Motion to Stay all legal proceedings in the above docketed cases until ruling is rendered by the Supreme Court of the United States on the pending Petition for Writ of Certiorari I filed on behalf of myself and the corporations on July 2, 2002. The dead line given to me by the Court to file an amended petition is September 16, 2002.

I'm mailing to you today an original for each of the three docketed cases.

Thank you for your time and attention.

Very truly yours,

Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.
DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification page

CERTIFICATION

I, Yvonne Liebel of 106 Great Hill Road, Ridgefield, Connecticut 06877, hereby certify that on this date, August 29, 2002, that I have served the attached Motion to Stay on each party to the proceeding or that party's counsel, by faxing and by depositing an envelope containing the document in the United States mail, properly addressed to each of them, and prepaid as follows:

Joseph Clasen, Esq. (counsel/ Grant)
Robinson & Cole, LLP
695 E. Main St.
P.O.Box 10305, Stamford, CT 06904
Tel: (203) 462-7500 Fax: (203) 462-7599

Brian C.Wille, Esq (Nagro/Solomon)
Costelanetz and Fink, LLP
530 Fifth Ave.
New York, NY 10036
Tel: (212) 808-8100 Fax: (212) 808-8108

Michael K. Stanton, Jr. Esq. (counsel for Weil, Gotshal and Manges; Mark Hoenig; David Stone; Bridge To Brotherhood, Inc.; Ira Millstein; and Marvin Jacob)
Curtis Mallet-Prevost, Mosle, LLP
695 E. Main St., Stamford, CT 06901
Tel: (203) 359-6200 Fax: (203) 328-2617

Stephen Fogerty, Esq. (Ridgefield Bank)
Halloran & Sage LLP
315 Post Road West
Westport, CT 06880
Tel: (203) 227-2855 Fax: (203) 227-6992

Herbert F. Rosenberg, Esq.
80 Grove Street
Ridgefield, CT 06877
Tel: (203)-438-5324
Fax: (203)-431-4021
(VNA)

John R. Williams, Esq.
Williams and Pattis,
51 Elm Street,
New Haven, CT 06510
Tel: (203)562-9931
Fax: (203)776-9494

Stephen Gerard, Senior Partner
PricewaterhouseCoopers, LLP/Kesselman man, LLP
1177 Ave. of the Americas
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Tel: (646) 471-4000

Thomas Reynolds, Senior Partner
Reynolds and Rowella, LLP
90 Grove St.
Ridgefield, CT 06877
Tel: (203) 438-0161

Christopher Molyneaux, Esq.
Law Offices of Norman Voog
90 Grove Street
Ridgefield, CT. 06877
(counsel for Rene Heinecke)
(203) 438-3716

COURTESY COPIES

Appellate/Supreme Court/ Chief clerk of the Court/ Francis J. Drumm, Jr. 231 Capitol Avenue, Drawer Z, Station A, Hartford, CT 06106 Fax; 860-757-2217

Hon. Michael R. Sheldon c/o Brenda Hamilton, Esq. (The Alliance Foundation, Inc. et al v. Grant et al)
Waterbury Superior Court, Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702 (Tel: 203-236-8232 Fax: 203-236-8234)

Hon. Ginocchio, J. c/o Robin Smith, Esq. (Visiting Nurse Assoc. v. The Alliance Foundation, Inc.)
Danbury Superior Court (Housing)
146 White St., Danbury, CT 06810 (Tel: 203-207-8600 Fax: 203-207-8642)

* Clerk of the Court c/o Robin Smith, Esq. (Washington Mutual Bank vs. Yvonne Liebel; Heineke vs. Liebel; DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank)
Danbury Superior Court (Civil)
146 White St., Danbury, CT 06810
(Tel: 203-207-8600 Fax:203-207-8642)

/S/ YVONNE LIEBEL

Docket Numbers:
(XO2) CV-01-0167482
(X02) CV-01-0167556
(X02) CV-01-0167457
(X02) CV-01-0167458

YVONNE LIEBEL, ET AL.,	:	**STATE OF CONNECTICUT**
VS.	:	**WATERBURY SUPERIOR**
	:	**COMPLEX LITIGATION DOCKET**
EUGENE M. GRANT, ET AL.	:	
	:	**AUGUST 28, 2002**

MOTION TO STAY

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases presents this Motion to Stay, and shows unto the Court as follows:

1. All of the above-docketed cases are before this Honorable Court.
2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.
3. Eugene Grant and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as filing retaliatory lawsuits, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance.
4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible

for Yvonne Liebel to prosecute and defend said actions separately.

5. Yvonne Liebel, et al. filed a petition for writ of certiorari before the Supreme Court of the United States implicating said docketed cases. Ms. Liebel was given sixty days to make certain amendments to the petition.

6. The pending writ of certiorari and painstaking work involved before final drafting for presentation to the Supreme Court of the United States prevents her from effectively prosecuting or defending said cases.

WHEREFORE, Yvonne Liebel, et al., prays the Court to Stay said cases until a ruling is made by the Supreme Court of the United States on the petition for writ of certiorari.

Respectfully submitted,

_____

/S/Yvonne Liebel

CERTIFICATE OF SERVICE

This is to certify that I have on the __29th_day of _August__, 2002, served a copy of the foregoing document by fax and by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification page)

Docket Numbers:
CV 00 0338142 S
SP02-10636
CV: 98-0333546-S

YVONNE LIEBEL, ET AL.,	:	**STATE OF CONNECTICUT**
VS.	:	**DANBURY SUPERIOR COURT**
VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC., ET AL.	:	**AUGUST 28, 2002**

MOTION TO STAY

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases presents this Motion to Stay, and shows unto the Court as follows:

1. All of the above-docketed cases are before this Honorable Court.
2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.
3. Ridgefield Bank, Visiting Nurse Association of Ridgefield, Inc., Rene Heinecke and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as scheduling depositions, filing retaliatory lawsuits, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance.
4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately.

5. Yvonne Liebel, et al. filed a petition for writ of certiorari before the Supreme Court of the United States implicating said docketed cases. Ms. Liebel was given sixty days to make certain amendments to the petition.
6. The pending writ of certiorari and painstaking work involved before final drafting for presentation to the Supreme Court of the United States prevents her from effectively prosecuting or defending said cases.

WHEREFORE, Yvonne Liebel, et al., prays the Court to Stay said cases until a ruling is made by the Supreme Court of the United States on the petition for writ of certiorari.

Respectfully submitted,

_____

/S/**Yvonne Liebel**

CERTIFICATE OF SERVICE

This is to certify that I have on the __29th_day of _August__, 2002, served a copy of the foregoing document by fax and by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification page)

(4)

No. 02-431

Supreme Court, U.S.
FILED
NOV 12 2002
CLERK

In The

Supreme Court of the United States

Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corporation; DTL-USA, Inc.; and General Homes, Inc., (The "Alliance Entities"),

Petitioners,

v.

The State of Connecticut Judiciary; Ridgefield Marshal, James E. Sullivan; Ridgefield Postmaster, Tim Hushion; Visiting Nurse Association of Ridgefield, Inc.; Helena Nicholas; Thomas F. Reynolds; Ridgefield Bank; Gary Smith; Joyce Ligi; Washington Mutual Bank, F.A.; Sandy McArthur; Paul Rossitto; J.P.Morgan/Chase Manhattan Bank; Casey's Sheet Metal Services, Inc.; Brooks Laboratories, Inc.; Rene Heinecke; Eugene Grant, Esq.; Robert Nagro; Richard Solomon; Weil, Gotshal and Manges, LLP; Bridge to Brotherhood, Inc.; Mark Hoeing, Esq.; David Stone, Esq.; Ira Millstein, Esq.; Marvin Jacob, Esq.; Reynolds and Rowella, LLP., PricewaterhouseCoopers, LLP/Kesselman and Kesselman LLP;

Respondents.

On Petition For Writ Of Certiorari
To State of Connecticut Supreme Court Chief Justice

PETITIONERS' SUPPLEMENTAL BRIEF TO PETITION FOR WRIT OF CERTIORARI- Vol. IV of IV

Yvonne Liebel, pro se
P.O. Box 1153, 106 Great Hill Rd.
Ridgefield, CT 06877
T: 310-657-2771 F: 310-657-2731
Cell: 310-435-0769

J.L. Chestnut, Jr., Esq.,
Chestnut, Sanders, et al., PC
P.O. Box 1290, One Union St.
Selma, AL. 36702 - 1290
T: 334-875-9264 F: 334-875-9375

32 pp

QUESTION PRESENTED

What legal recourse is available to involuntary pro se Petitioners, if their second Cert is denied in a litigation rigged by the State, causing constitutional, financial, and social lynching of said Petitioners?

Petitioners' Comment:

This is the second Petition for Writ of Certiorari filed by the Petitioners in these matters on egregious constitutional violations by the Connecticut Judicial System. From 1997 to date the corporate Petitioners are unable to obtain zealous counsel to prosecute and/or defend their claims due to the Respondents' interference with their counsel. This forced Petitioner Yvonne Liebel, their Founder and CEO, who is not an attorney, to retain and dismiss attorneys who's representation was adverse to the corporations, and finally to appear on their behalf. The Petitioners' continuous pleas to the Connecticut Courts to intervene in the matter went unanswered, violating State and Federal laws. Subsequently, the corporations were left with the choice of either be misrepresented by counsel or have their claims dismissed pursuant to C.G.S.A Section 51-88a, which bars non-attorneys from representing their corporations. On July 9, 2002, the Waterbury Complex Litigation Docket nonsuited Petitioner Yvonne Liebel's closely held corporations, not on merit of their claims, but for lack of counsel, violating their constitutional rights to freedom of speech, access to the courts, and due process of law. On October 5, 13 and 14, 2002, the Petitioners filed Counterclaims and Cross Claims in the matters before this Honorable Court, also implicating the Connecticut Judiciary in a host of wrongdoings (*See "Statement of New Facts"* and Appendixes: H, J, N, O, P, Q, R, T, W, Z1, Z2, Z3, Z4, Z5.)

PARTIES TO THE PROCEEDINGS

Plaintiffs /Petitioners

Yvonne Liebel, Petitioner, is an individual and has no corporate affiliation; **The Alliance Foundation, Inc.,** a Connecticut 501 (c) (3) non-stock corporation; **Alliance Capital, Inc.,** a Connecticut corporation with no parent or publicly held company; **General Homes, Inc.** a Connecticut corporation with no parent or publicly held company; **Alliance International Development Corp.,** a Connecticut corporation with no parent or publicly held company; **DTL-USA, Inc.,** a Connecticut Corporation with no parent or publicly held company.

Defendants/Respondents

The State of Connecticut Judiciary (Supreme Court: Chief Justice, William J. Sullivan; Acting Chief Justice, David M. Borden; Chief Clerk, Francis J. Drumm, Jr.; **Hartford Superior Court:** Hon. John J. Langenbach; **Danbury Superior Court:** Chief Clerk; Robert Jackson, Esq.; Assistant Clerk (Name not legible); Hon. Adams, J.; Hon. Arthur Hiller; Hon. White, J.; Hon. Ginnochio, J.; Hon. Carroll, J.; **Stamford Superior Court Complex Litigation Docket:** Hon. K. Tierney; **Waterbury Superior Court Complex Litigation Docket:** Hon. Michael Sheldon, J.; Hon. Carl J. Schuman, J.; Court Officer Melanie Dillon, Esq.; **Attorneys for the Alliance Entities:** Joyce A. Morin, Esq.; William Barrante, Esq., and others; **Attorneys for Washington Mutual Bank, F.A:** Reiner et.al.) **State of Connecticut:** (Ridgefield Marshal, James E. Sullivan; Ridgefield Postmaster, Tim Hushion); **Visiting Nurse Association of Ridgefield, Inc.** 501(c)(3) non stock corporation; **Helena Nicholas,** an individual and has no

corporate affiliation; **Thomas F. Reynolds,** an individual and has no corporate affiliation; **Gary Smith,** an individual and has no corporate affiliation; **Joyce Ligi,** an individual and has no corporate affiliation; **Washington Mutual Bank, F.A.; Sandy McArthur,** an individual and has no corporate affiliation; **Paul Rossitto,** an individual and has no corporate affiliation; **J. P. Morgan Chase Manhattan Bank,** corporation ; **Casey's Sheet Metal Services, Inc.,** a Connecticut corporation; **Brooks Laboratories, Inc.** a Connecticut corporation; **Rene Heinecke,** an individual and has no corporate affiliation; **Eugene Grant, Esq.,** an individual and has no corporate affiliation; **Robert Nagro,** an individual and has no corporate affiliation; **Richard Solomon,** an individual and has no corporate affiliation; **Ridgefield Bank,** a Connecticut corporation, a commercial bank with no parent or publicly held company; **Weil, Gotshal and Manges, LLP,** a New York limited Liability Partnership; **Mark Hoeing, Esq.,** an individual and has no corporate affiliation; **David Stone, Esq.,** an individual and has no corporate affiliation; **Bridge to Brotherhood, Inc.,** a New York 501(c)(3) non stock corporation; **Ira Millstein, Esq.,** an individual and has no corporate affiliation; **Marvin Jacob, Esq.,** an individual and has no corporate affiliation; **Reynolds and Rowella, LLP.** a Connecticut , Limited Liability Partnership; **PricewaterhouseCoopers, LLP/Kesselman & Kesselman,** a Delaware Limited Liability Partnership.

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BASIS FOR JURISDICTION

This Supplemental Brief is in response to new intervening matters not available at the time of the Petitioner's filing of the amended Petition for Writ of Certiorari on September 14, 2002. This Brief is filed in accordance with Rules 15.8 and 29 of the Supreme Court of the United States, under which the jurisdiction of this Court is invoked. Prior Volumes of the Petition for Writ of Certiorari are incorporated by reference herein.

STATEMENT OF NEW FACTS

1. On July 17, 2002, the Petitioners were given sixty days to make certain amendments to their Two-Volume Petition for Writ of Certiorari.

2. On September 14, 2002 at 12:35 am, the Petitioner, Yvonne Liebel filed an amended Petition with the U.S. Supreme Court Guard in Washington D.C., consisting of Three Volumes.

3. This Supplemental Brief includes intervening matter not available at the time of filing of the amended Petition (Vol. IV. of IV.)

4. There are eight cases before this Honorable Court, clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Petitioner, Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations in Connecticut.

5.The corporate Petitioners were able to secure counsel admitted before this Court, specifically for the purpose of this Petition, in the event Cert is granted. Said Counsel does not and will not represent these matters in the State of Connecticut.

6. The Respondents were given until October 18, 2002 to file their Brief in Opposition or file a Waiver. To date, the Respondents failed to do either. On October 21, 2002, the Court Clerk informed Petitioner, Yvonne Liebel that a conference date will not be set by the Court until the Respondents file said Brief or Waiver.

7. Since the filing of the original Petition on July 2, 2002, certain events took place (App. E, Page 57a; App. K, Page 129a) and certain Court Orders were rendered, that were not submitted in prior Volumes, but are now necessary to be included as they are significant to complete determination of the facts and to further

amendment of the Petition, as they include: a. New Respondents, more specifically, the State of Connecticut Judiciary, The State of Connecticut, and others, as listed on the Cover of the Petition and in the Section entitled, "Parties to the Proceedings"; and b. New Connecticut Court Orders, to be added to Vol. I., App. A, Page 97a.

8. Said events and/or Orders are chronologically incorporated in the Appendix of this Volume IV. Page v - Appendixes A through Z5.

9. Court Orders are found in Appendixes: A, Page 16; K, Page 144; K1, Page 150; L, Page 150; R, Page 252; Z2, Page 298; Z3, Page 301; Z4, Page 306. Said Orders are to be added to Vol. I, Appendix A (decisions sought to be overturned by this Court, except were otherwise noted.)

10. While Petition is pending and painstaking work is involved in drafting amendments and supplements for the Supreme Court of the United States; and although Petitioner, Yvonne Liebel filed Motions to Stay (App. D, Page 64; App. F, Page 89) and Motions for Continuance (App. G, Page 97; App. I, Page 122), the Respondents continue legal proceedings.

11. Further, the Respondents resorted to abusive and dilatory tactics against Yvonne Liebel, who is not an attorney and who, alone and involuntarily, prepares all pleadings on behalf of herself and her corporations. This is to prevent her from effectively prosecuting or defending the Petition and/or said cases in the State of Connecticut.

12. For the purpose of demonstrating to the Court the breadth, scope and severity of the tactics used against the Petitioners, Yvonne Liebel shall separate the Respondents into two groups: Group 1. Respondents; Group 2. Respondents/State/Judiciary.

13. Tactics used by the Respondents include but are not limited to: scheduling untimely depositions (App. S, Page 253); filing an

unlawful eviction action (Vol. I and Vol. II); filing an unlawful foreclosure action (Vol. III); filing numerous pleadings and motions to the Court to bury Yvonne Liebel in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance (Appendixes: B, Page 8a; C, Page 27a; S, Page 238a; X, Page 265a; Y, Page 267a; Z, Page 270a). By inundating Yvonne Liebel with such pleadings and motions, as she must respond to them (Appendixes: H, Page 94a; J, Page 112a; K, Page 129a; K1, Page 135a; N, Page 145a; O, Page 180a; P, Page 214a; Q, Page 226a; U, Page 242a; V, Page 248a; W, Page 260a; Z1, Page 273a; Z2, Page 283a; Z3, Page 286a; Z4, Page 291a), the opposition has made it nearly impossible for her to prosecute and defend said eight (8) actions separately.

14. Tactics used by the Respondents/State/Judiciary include but are not limited to:

a. Forcing Yvonne Liebel to file separate pleadings in eight related actions pending in two separate courts which are located in cities that are approximately one hour drive from each other, as the Connecticut Courts refuse to consolidate actions that must be consolidated (Vol.I; Vol. II; Vol. IV App. K1, Page 135a). This caused the Petitioners immeasurable harm as it distorted their claims, thereby distorting adjudication results (App. A, Page 1a).

b. Conducting Court proceedings in a bias manner to favor the Respondents by scheduling untimely hearings (Appendixes: A, Page 1a; D, Page 49a; G, Page 82a; H, Page 94a; I, Page 107a; K1, Page 135a; L, Page 135a; T, Page 240a); awarding judgments on fraudulent actions (App. A, Page 1a; App. L, Page 135a; N, Page 145a; O, Page 180a; P, Page 214a; Q, Page 226a; R, Page 237a; U, Page 242a; W, Page 260a; Z1, Page 273a); delaying or inducing legal proceedings to prevent Yvonne Liebel from submitting proper defenses (App. J, Page 112a; App. N, Page 145a); failing to mail Court Notices, or mailing said Notices to wrong or old addresses or, verbally changing Court dates but adhering to written Notices to cause the Petitioners default for failure to appear at hearings

(Appendixes: G, Page 82a; H, Page 94a; I, Page 107a; J, Page 112a; K1, Page 135a; Z2, Page 283a; Z3, Page 286a; Z4, Page 291a).

c. Violating the Corporate Petitioners' constitutional rights to due process of law, access to the courts, fair representation, and freedom of speech, by denying them counsel; disallowing them representation by their Founder and CEO, Yvonne Liebel, in the alternative, and using said denials to dismiss their appeals, nonsuit them from their Third Amended Complaint, and "Butcher" their Complaint by striking their causes of actions from said Complaint (App. A. Page 1a; App. L, Page 135a; Vol. I, and Vol. II.)

d. Playing "Musical Chairs" with Judges, in an effort to limit their liabilities as they render decisions that are contrary to Connecticut law; defuse their conduct; and distort the Plaintiffs' claims, causing an exhaustive and expensive appeal process which to date ended with two separate Petitions for Writ of Certiorari to this Honorable Court and irreparable harm to the Petitioners' claims (Appendixes: F, Page 74a; G, Page 82a; H, Page 94a; I, Page 107a; J, Page 112a; L, Page 135a; N, Page 145a; Vol. I, and Vol. II.)

e. Clinging to existing and "made-up" procedures while abandoning the substance and intent of the law, to the detriment of the Petitioners' claims and to justice (Vol.'s. I. II. III. IV.)

f. Causing Yvonne Liebel intentional and colossal administrative, financial and physical hardships, thereby sabotaging the Petitioners' claims, and squandering their limited resources (Vol.'s. I. II. III. IV.)

g. Causing countless errors and omissions in docket sheets, Court schedules, Court orders, Transcripts, etc., thereby altering the true state of the files for members of the judiciary and for the public, and irreparably damaging the Petitioners' litigation (Vol.'s. I. II. III. IV.)

h. Limiting public access to the files (Vol.'s I. II)

i. Withholding memoranda of decisions and leaving the Plaintiffs perplexed (App. K1, Page 1135a; also Vol.'s. I. II.)

j. Conducting legal proceedings with egregious inconsideration to Yvonne Liebel's pro se representation and other limitations, while inflicting upon her such pain, suffering, abuse, and shock, and depleting her of self esteem, self confidence, resources, and above all, her faith in the Connecticut judicial system (Vol.'s. I. II. III. IV.)

k. Sanctioning the Respondents' unlawful eviction and unlawful foreclosure action on Yvonne Liebel's residence, also home of the Alliance Institute; and theft of properties (real, personal, and documentation) (Vol.'s. I. II. III. IV.)

l. Tampering with the Plaintiffs' mail (Vol.'s. I. II. III. IV.), and manufacturing an unlawful Eviction Execution Notice (Marshal's Notice. See Vol. II of Petition.)

m. The number of violations that span over two years caused Yvonne Liebel and her corporations incomprehensible damage, more specifically described in the two Petitions for Writ of Certiorari filed by the Petitioners with the Supreme Court of the United States in July 2001, Case No. 01-158, and in July 2002, Case No. 02-431, condensed in these Four Volumes.

In many instances, the Petitioner, Yvonne Liebel pled with the Connecticut Courts to break the vale of silence about what was covertly done with her corporations and their assets, specifically, the Alliance Foundation, Inc.'s and its coveted IRS private-letter-tax-rulings that she originated for her public charity. This was in order to allow her to become part of the solution rather than a continued escalation of the problem, as she proceeds to defend her rights and the rights of her corporations. The Connecticut Courts ignored her pleas, preferring to resolve their adjudication dilemmas through abuse of power by resorting to the above list of atrocious tactics.

REASON FOR GRANTING THE WRIT OF CERTIORARI

THE STATE OF CONNECTICUT JUDICIARY HAS ABUSED ITS POWER AGAINST A CIVIL LITIGANT AND HER CORPORATIONS THROUGH VIOLATIONS OF THEIR FUNDAMENTAL CONSTITUTIONAL RIGHTS AND CIVIL LIBERTIES, LEAVING THESE INVOLUNTARY PRO SE LITIGANTS WITH NO RELIEF IN SIGHT, OTHER THAN THE SUPREME COURT OF THE UNITED STATES OF AMERICA. THE STATE'S CONDUCT "HAS BEEN SO OUTRAGIOUS IN CHARACTER, AND SO EXTREME IN DEGREE, AS TO GO BEYOND ALL POSSIBLE BOUNDS OF DECENCY, AND TO BE REGUARDED AS ATROCIOUS, AND UTTERLY INTOLERABLE IN A CIVILIZED COMMUNITY." (*Quote from:* Conn.Id.210-11, as cited by Hon. Carl Schuman of the Waterbury Complex Litigation Docket when he struck Yvonne Liebel's "Intentional Infliction of Emotional distress" Cause of Action against all Defendants (See App. L, Page 135a)

Dear Court,

I have a huge problem! <u>There isn't a single attorney in this entire nation that will truly speak for me!</u>

In June this year, a Connecticut Judge (Ginnochio, J.), broke his professional oath as he awarded my offices back to my landlord for not paying rent, although he knew I did. He also knew that the landlord's board of directors, filing the unlawful eviction, Defendants, Ridgefield Bank, and the accounting firm of Reynolds and Rowella LLP, tampered with my finances, as he ignored the sworn affidavit in the file provided by Mr. Thomas F. Reynolds himself! I can no longer file any personal or corporate tax returns due to the state of my documents.

Also in June, another Connecticut Judge (Sheldon, J.) was willing to violate his code of ethics as he unlawfully and heartlessly

nonsuited my corporations out of their Complaint for not having counsel. He also awarded Judgment against my companies to my former partner, Defendant, Eugene Grant, who presented false documents and blatantly lied to the Court. The Judge rendered his rulings although I filed countless documents, motions, and memoranda of law, including motions to consolidate, motions to be joined as a Defendant, motions to appear, all of which, singularly, should have prevented the Court from such decisions.

In July my mortgage lender, Washington Mutual Bank, F.A, filed a foreclosure action against my home on the basis of fraudulent title, fraudulent appraisals, and fraudulent mortgage loan documents. Neither the lender nor the Court would send me copies of their pleadings and/or notices, hoping I would lose my home by default.

Dear Court, for the past several years I witnessed first hand the insecurity and humiliation that accompanies deprivation of basic constitutional rights and civil liberties, and the feeling of helplessness against Government power. No! I'm not Jack the Ripper, or Mr. Atta. I haven't killed anyone or blew up any buildings. My name is Yvonne Liebel. I'm a woman. I'm an idealist. I'm an entrepreneur. I love music and poetry and art. I love my son and my country. I devoted my life to things I believed in and to people I loved. However, I made one major mistake! I dared to originate breakthrough IRS private-letter-tax-rulings for my public charity and its mission of peace through economic development, for the Middle East and for Alabama's Black Belt, and entrusted my life's work to my lawyers!

The Defendants, Weil, Gotshal and Manges, LLP, et al., represent one of the biggest and most prestigious law firms in the world! They were kind to me over the years as they provided my charity and me with legal services on a pro bono basis. They even served lunches on the house, in their finest conference halls, to my prospective contributors. And just imagine my happiness when

they enlisted Defendant, PricewaterhouseCoopers LLP, on a pro bono basis, to help implement my charity's first Private Placement Memorandum, following the IRS approval of this powerful fund raising instrument. Oh! I trusted the people at Weil, Gotshal and Manges with my life, ...as they sweet-talked me right into theft of my charity and into a colossal personal and professional disaster.

How does one who is raised on basic moral principles of right and wrong can foresee or protect against the very people that are in position of trust?

The Defendants have used unthinkable tactics to try to run me out of town and abandon my fight, outside of putting a bullet through my heart. Since February 2001, I have been living mostly out of motel rooms from where I prepare and file pleadings to the Court at an expense I can't afford, as the water and air in my home were tampered with. I have no income and I'm now in severe debt as a result of this litigation and the Defendants' sabotage of my livelihood. I no longer have a family life, and I'm at risk on a daily basis. Considering how the Defendants misused my charity since they stole it in 1997, abandoning my struggle would mean abandoning my life and my mission. This is not an option. I'm prepared to die for it.

Dear Court, this is the second time I come to you for help! This is my fourth book. I have nowhere else to go. The Supreme Court of the United States of America is now the only place on this earth that has the power to fix this wrong. Not just for me, but for all people who march daily into the offices of their lawyers and accountants, entrusting to them advice and protection. For all women and small entrepreneurs who dare to put their lives on the line to realize their dreams as they believe in their nation's righteousness and might. I pray you will help me.

With Grace and Peace,
Petitioner, Yvonne Liebel

CONCLUSION

I. The Petitioners pray the Court will overturn the following Connecticut Court decisions (Vol. I, App. A and supplements):

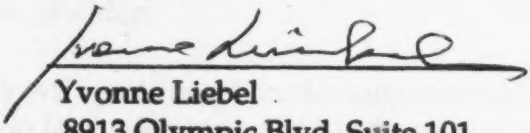
To evict the Petitioners from their offices; To deny Petitioner, Yvonne Liebel's Motion to Appear; To nonsuit the Corporate Petitioners from their Third Amended Complaint; To award Judgment to the Respondent in the "Three Grant Matters"; To grant the Respondents' certain Motions to Strike; To keep out of the Main Action, Respondents, Reynolds and Rowella LLP, and PricewaterhouseCoopers LLP/Kesselman & Kesselman; And to transfer certain matters from the Danbury Superior Court where proper venue lies, to the Waterbury Superior Court Complex Litigation Docket at Waterbury, Connecticut.

II. To allow Yvonne Liebel to represent her corporations in the State of Connecticut.

III. And whatever other remedy the Court deems appropriate.

Dated: Danbury, Connecticut
November 7, 2002

Respectfully Submitted,



Yvonne Liebel
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And -
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APPENDIX A

Waterbury Superior Court, Complex Litigation Docket, Hon. M. Sheldon, J., Judgment, Three Grant v. Alliance cases 7/9/02

STATE OF CONNECTICUT

DOCKET NO. X02 CV 01 0167458-S

EUGENE M. GRANT	:	SUPERIOR COURT
1016 Orienta Avenue	:	
Mamaroneck, New York	:	JUDICIAL DISTRICT OF
v.	:	WATERBURY
	:	
ALLIANCE CAPITAL, INC.	:	COMPLEX LITIGATION
54 Danbury Road	:	DOCKET
Ridgefield, Connecticut	:	
	x	JULY 9, 2002

JUDGMENT

PRESENT: Hon. Michael R. Sheldon

This action commenced by writ and complaint seeking damages from defendant corporation for nonpayment of a loan came to the Superior Court, Judicial District of Danbury on November 29, 2000, and thence to January 9, 2001 when the action was transferred to the Complex Litigation Docket at Stamford, and thence to January 12, 2001 when defendant corporation requested the complaint be revised and plaintiff objected to the request to revise, and thence to January 26, 2001 when defendant corporation objected to the

transfer to the Complex Litigation Docket at Stamford, and thence to march 8, 2001 when the Court ruled on the objections to defendant corporation's request to revise, and thence to march 15, 2001 when plaintiff amended his complaint, and thence to march 27, 2001 when the Complex Litigation Docket at Stamford overruled defendant corporation's objections to transfer, and thence to may 2, 2001 when plaintiff offered judgment, and thence to July 24, 2001 when counsel for defendant corporation moved to withdraw, and thence to September 20, 2001 when the action was transferred to this court, and thence to October 29, 2001 when this Court granted defendant corporation counsel's motion to withdraw, and then to November 5, 2001 when this Court ordered new counsel for defendant corporation to appear on or before December 15, 2001, and thence to December 17, 2001 when plaintiff requested default for failure to appear and failure to comply with this Court's order, and thence to June 27, 2002 when, no counsel for defendant corporation having appeared, this Court granted a default and ordered a hearing in damages, and thence to July 8, 2002 when defendant corporation having made a default of appearance, a hearing in damages was held.

The Court finds that the writ and complaint were duly served on the defendant corporation as appears by the return of service endorsed thereon.

The Court, having heard the Plaintiff, finds that he has sustained damages in the amount of $372,016.65, consisting of $325,000.00 in unpaid principal and $47,016.65 in statutory interest under General Statutes Section 37-1(b), calculated at 8% per annum from the date by which repayment of the principal was first demanded, September 1, 2000, to the date of the hearing in damages, July 8, 2002.

The Court further finds that since the plaintiff filed an offer of judgment in the amount of $325,000.00 within eighteen months of the commencement of this action, but the defendant never accepted

that offer of judgment, the defendant must also pay plaintiff offer-of-judgment interest in the amount of $73,163.25, calculated at 12% per annum from the date this action was commenced by the service of process, November 21, 2000, to the date of the hearing in damages, July, 8, 2002.

Whereupon, it is hereby adjudged that the plaintiff recover of the defendant corporation a total of $445,179.90, consisting as aforesaid of $325,000.00 in unpaid principal, 47,016.65 in statutory interest under General Statutes Section 37-1(b), and offer-of-judgment interest in the amount of $73,163.25.

BY THE COURT:

/S/_____
Michael R. Sheldon

Dated: July 9, 2002

STATE OF CONNECTICUT

DOCKET NO. X02 CV 01 0167457-S

EUGENE M. GRANT	:	SUPERIOR COURT
1016 Orienta Avenue	:	
Mamaroneck, New York	:	JUDICIAL DISTRICT OF
v.	:	WATERBURY
	:	
ALLIANCE CAPITAL, INC.	:	COMPLEX LITIGATION
54 Danbury Road	:	DOCKET
Ridgefield, Connecticut	:	
		JULY 9, 2002

JUDGMENT

PRESENT: Hon. Michael R. Sheldon

This action commenced by writ and complaint seeking damages from defendant corporation for nonpayment of a loan came to the Superior Court, Judicial District of Danbury on November 29, 2000, and thence to January 9, 2001 when the action was transferred to the Complex Litigation Docket at Stamford, and thence to January 12, 2001 when defendant corporation requested the complaint be revised and plaintiff objected to the request to revise, and thence to January 26, 2001 when defendant corporation objected to the transfer to the Complex Litigation Docket at Stamford, and thence to march 8, 2001 when the Court ruled on the objections to defendant corporation's request to revise, and thence to march 15, 2001 when plaintiff amended his complaint, and thence to march 27, 2001 when the Complex Litigation Docket at Stamford overruled defendant corporation's objections to transfer, and thence to may 2, 2001 when plaintiff offered judgment, and thence to July 24, 2001 when counsel for defendant corporation moved to withdraw, and thence to September 20, 2001 when the action was transferred to this court, and thence to October 29, 2001 when this Court granted defendant corporation counsel's motion to withdraw, and then to November 5, 2001 when this Court ordered new counsel for defendant corporation to appear on or before December 15, 2001, and thence to December 17, 2001 when plaintiff requested default for failure to appear and failure to comply with this Court's order, and thence to June 27, 2002 when, no counsel for defendant corporation having appeared, this Court granted a default and ordered a hearing in damages, and thence to July 8, 2002 when defendant corporation having made a default of appearance, a hearing in damages was held.

The Court finds that the writ and complaint were duly served on the defendant corporation as appears by the return of service endorsed thereon.

The Court, having heard the Plaintiff, finds that he has sustained damages in the amount of $7,440.33, consisting of $6,500.00 in unpaid principal and $940.33 in statutory interest under General Statutes Section 37-1(b), calculated at 8% per annum from the date by which repayment of the principal was first demanded, September 1, 2000, to the date of the hearing in damages, July 8, 2002.

Whereupon, it is hereby adjudged that the plaintiff recover of the defendant corporation a total of $7,440.33, consisting as aforesaid of $6,500 in unpaid principal, 940.33 in statutory interest under General Statutes Section 37-1(b).

BY THE COURT:

/S/_____
Michael R. Sheldon

Dated: July 9, 2002

STATE OF CONNECTICUT

DOCKET NO. X02 CV 01 0167556-S

EUGENE M. GRANT 1016 Orienta Avenue Mamaroneck, New York v.	: SUPERIOR COURT : : JUDICIAL DISTRICT OF : WATERBURY
THE ALLIANCE FOUNDATION 54 Danbury Road Ridgefield, Connecticut	: COMPLEX LITIGATION : DOCKET : JULY 9, 2002

JUDGMENT

PRESENT: Hon. Michael R. Sheldon

This action commenced by writ and complaint seeking damages from defendant corporation for nonpayment of a loan came to the Superior Court, Judicial District of Danbury on November 29, 2000, and thence to January 9, 2001 when the action was transferred to the Complex Litigation Docket at Stamford, and thence to January 12, 2001 when defendant corporation requested the complaint be revised and plaintiff objected to the request to revise, and thence to January 26, 2001 when defendant corporation objected to the transfer to the Complex Litigation Docket at Stamford, and thence to march 8, 2001 when the Court ruled on the objections to defendant corporation's request to revise, and thence to march 15, 2001 when plaintiff amended his complaint, and thence to march 27, 2001 when the Complex Litigation Docket at Stamford overruled defendant corporation's objections to transfer, and thence to may 2, 2001 when plaintiff offered judgment, and thence to July 24, 2001 when counsel for defendant corporation moved to withdraw, and

thence to September 20, 2001 when the action was transferred to this court, and thence to October 29, 2001 when this Court granted defendant corporation counsel's motion to withdraw, and then to November 5, 2001 when this Court ordered new counsel for defendant corporation to appear on or before December 15, 2001, and thence to December 17, 2001 when plaintiff requested default for failure to appear and failure to comply with this Court's order, and thence to June 27, 2002 when, no counsel for defendant corporation having appeared, this Court granted a default and ordered a hearing in damages, and thence to July 8, 2002 when defendant corporation having made a default of appearance, a hearing in damages was held.

The Court finds that the writ and complaint were duly served on the defendant corporation as appears by the return of service endorsed thereon.

The Court, having heard the Plaintiff, finds that he has sustained damages in the amount of $114,466.66 consisting of $100,000.00 in unpaid principal and $14,466.66 in statutory interest under General Statutes Section 37-1(b), calculated at 8% per annum from the date by which repayment of the principal was first demanded, September 1, 2000, to the date of the hearing in damages, July 8, 2002.

The Court further finds that since the plaintiff filed an offer of judgment in the amount of $100,000.00 within eighteen months of the commencement of this action, but the defendant never accepted that offer of judgment, the defendant must also pay plaintiff offer-of-judgment interest in the amount of $22,511.77, calculated at 12% per annum from the date this action was commenced by the service of process, November 21, 2000, to the date of the hearing in damages, July, 8, 2002.

Whereupon, it is hereby adjudged that the plaintiff recover of the defendant corporation a total of $136,978.43, consisting as

aforesaid of $100,000.00 in unpaid principal, 14,466.66 in statutory interest under General Statutes Section 37-1(b), and offer-of-judgment interest in the amount of $22,511.77.

BY THE COURT:

/S/_____
Michael R. Sheldon

Dated: July 9, 2002

APPENDIX B

"Motion to Strike" and "Memorandum of Law in Support of Motion to Strike" (By Defendant Eugene Grant), 7/16/02

X02 CV 01 0167482 S	:	
	:	
THE ALLIANCE FOUNDATION INC., ET AL.	:	SUPERIOR COURT
PLAINTIFF	:	JUDICIAL DISTRICT OF WATERBURY
	:	COMPLEX LITIGATION DOCKET
V.	:	
	:	
EUGENE M. GRANT, ET AL.	:	
	:	JULY 16, 2002
DEFENDANT	:	

MOTION TO STRIKE

Defendants Eugene M. Grant ("Grant"), Richard Solomon ("Solomon") and Robert Nagro ("Nagro") (jointly "Defendants"), respectfully move this Court pursuant to practice Book Section 10-39 to strike all counts of the Third Amended Complaint by Plaintiff Yvonne Liebel ("Liebel") against any of the Defendants. In support of this motion, defendants respectfully represent:

1. This action was commenced by a complaint dated February 18, 2000 brought by Liebel and certain corporate entities.

2. In response to repeated requests to revise, the initial complaint was amended multiple times.

3. Eventually, the Third Amended complaint dated October 24, 2000 (the "Complaint") was served. The Complaint has not been further amended since that date.

4. On December 17, 2001, Defendants moved for non-suit against all corporate plaintiffs.

5. On June 27, 2002, this Court granted defendants' motion for non-suit as to all corporate plaintiffs, leaving Liebel as the only remaining plaintiff.

6. Liebel on her own behalf claims a cause of action only as to some (but not all) of the counts in the Complaint. Other counts were brought solely on behalf of corporate entities and have been resolved by the order granting the motion for non-suit.

7. This Court should strike all of the counts brought by Liebel against the Defendants (Counts 18, 19, 20, 21, 22, 23 and 28) for misjoinder (footnote: Misjoinder would also apply to claims made against parties other than the Defendants. Defendants are informed

such parties will file their own motions to strike for the following reasons:

(a) The Complaint misjoins party defendants because certain defendants are affected by some counts and not others. Counts 18, 19, 20, 21 and 22, brought against and affecting only grant, are joined with Counts 13 and 14, brought only against and affecting only Weil, Gotshal & Manges LLP and a member (different in each count) of that firm, while none of these Counts are brought against Solomon or Nagro. Since all of the counts do not affect all of the party defendants, the parties are misjoined; and

(b) The Complaint misjoins claims because there are substantial factual distinctions between the claims such that they do not arise out of the same transaction.

8. Count 18 fails to plead a cause of action for promissory estoppel and should be stricken because:

(a) There are no facts alleged that grant intended to induce reliance;

(b) There are no facts alleged that Grant expected, or had cause to expect, reliance by Liebel;

(c) The facts only allege the promise induced reliance by the corporate entity The Alliance Foundation Inc. ("Foundation"), not Liebel; and

(d) There are no facts alleged that Liebel suffered an injury.

9. Count 19 fails to plead a cause of action for fraudulent misrepresentation and should be stricken because:

(a) There are no facts alleged of misrepresentation of a presently existing fact.

10. Count 20 fails to plead a cause of action for breach of a partnership agreement and should be stricken because:

(a) There are no facts alleged that any agreement had clear and definite terms; and

(b) The claim of an agreement not in writing for the transfer of an interest in real property violates the statute of frauds.

11. Count 21 fails to plead a cause of action for promissory estoppel and should be stricken because:

(a) The promise alleged was one no promissor could expect would be relied upon;

(b) Liebel had a means to determine the true status of the promise and failed to use due diligence;

(c) An oral promise for transfer of an interest in real property violates the statute of frauds.

12. Count 22 fails to plead a cause of action for breach of contract and should be stricken because:

(a) The fact alleges an oral agreement for the transfer of an interest in real property in violation of the statute of frauds; and

(b) The facts allege an oral agreement that was not performable within one year in violation of the statute of frauds.

13. Count 23 fails to plead a cause of action for breach of contract and should be stricken because:

(a) The alleged contract document (Exhibit Z26) demonstrates Liebel is not a party.

(b) The alleged contract document (Exhibit Z26) demonstrates that the only obligations on grant are the corporate entity general homes inc., so Liebel has no claim for breach; and

(c) The plain language of the alleged contract document (Exhibit Z26) demonstrates it is a preliminary term sheet, subject to further revision and reduction to a final written document, not a binding contract.

14. Count 28 fails to plead a cause of action for intentional infliction of emotional distress and should be stricken because:

(a) There are no facts alleged that defendants intended to inflict emotional distress;

(b) There are no facts alleged that constitute extreme and outrageous conduct; and

(c) there are no facts alleged that any distress suffered was severe.

WHEREFORE, Defendants respectfully request this court to strike all counts of the complaint pertaining to them.

DEFENDANTS
EUGENE GRANT, RICHARD SOLOMON AND ROBERT NAGRO

By_____
Joseph L. Chasen

/S/Thomas J. Donlon
Robinson and Cole LLP
695 East Main Street
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P.O. Box 10305
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Juris No. 101121

X02 CV 01 0167482 S	:	
	:	
THE ALLIANCE FOUNDATION INC., ET AL.	:	SUPERIOR COURT
PLAINTIFF	:	JUDICIAL DISTRICT OF WATERBURY
	:	COMPLEX LITIGATION DOCKET
V.	:	
	:	
EUGENE M. GRANT, ET AL.	:	
	:	JULY 16, 2002
DEFENDANT	:	

ORDER

Motion of Defendants Eugene M. Grant, Richard Solomon and Robert Nagro to strike all counts of the third amended Complaint brought against them is

GRANTED/DENIED

_____

X02 CV 01 0167482 S :

:

THE ALLIANCE FOUNDATION: SUPERIOR COURT
INC., ET AL. :

PLAINTIFF : JUDICIAL DISTRICT OF WATERBURY

: COMPLEX LITIGATION DOCKET

V. :

:

EUGENE M. GRANT, ET AL. :

: JULY 16, 2002

DEFENDANT :

MEMORANDUM OF LAW IN SUPPORT OF MOTION TO STRIKE

Defendants Eugene M. Grant ("Grant"), Richard Solomon ("Solomon") and Robert Nagro ("Nagro") (jointly "Defendants"), submit this memorandum of law in support of their motion to strike the complaint of Yvonne Liebel ("Liebel") pursuant to Practice Book Section 10-39.

Liebel, along with co-plaintiffs Alliance Foundation Inc. (the "Foundation") and Alliance Capital Inc., ("Capital") commenced this action by a complaint dated February 18, 2000. In response to repeat requests to revise, the initial complaint was amended multiple
times. The last complaint served was the Third Amended Complaint dated October 24, 2000 (the "Complaint"). Since then, while there have been substantial procedural disputes (many of them precipitated by improper interlocutory appeals), there have been no further amendments to the Complaint.

On December 17, 2001, Defendants moved for non-suit against all corporate plaintiffs. This Court granted that motion on June 27, 2002, leaving only Liebel as a plaintiff. It is, therefore, now

an appropriate time to address the failings of the Complaint. The Complaint does not, as a matter of law state any cause of action on the part of Liebel. (Footnote: In light of the entry of non-suit against the corporate plaintiffs, this memorandum will only discuss claims made by Liebel against one or more of the Defendants – Counts 18, 19, 20, 21, 22, 23 and 28.

ARGUMENT

The purpose of a motion to strike is to test the legal sufficiency of the allegations of a complaint to state a claim upon which relief can be granted. *Reider v. Arthur Andersen*, 47 Conn. Super. 202, 207 (Waterbury comp. Lit. Dkt. 2001); *see also Sherwood v. Danbury Hospital, 252 Conn. 193, 212-213 (2000).* The trial court is to examine the complaint to determine if the plaintiff has stated a cause of action. *Waters v. Autori, 236 Conn. 820, 825 (1996).* In ruling on a motion to strike, the trial court " is limited to the facts alleged in the complaint." *Novametrix Medical Systems, Inc. v.The BOC Group, Inc., 224 Conn. 210, 215 (1992).* A motion to strike should be granted if the complaint merely alleges conclusions of law unsupported by facts. *Id; see also Gramazio v. Sikorsky Aircraft Corp.*,No. X01 CV-00-0160391, 2001 Conn. Super. LEXIS 386, at 4 (Waterbury Comp. Lit. Dkt. 2001) ("Conclusory statements or statements of legal effect not supported by allegations of fact will not enable a complaint to withstand a motion to strike").

I

THE COMPLAINT MUST BE DISMISSED FOR MISJOINDER OF PARTIES AND CLAIMS

A complaint is subject to a motion to strike for misjoinder if it joins either improper parties or improper claims. A motion to strike is the "exclusive remedy for misjoinder of parties." Practice Book Section 11-3. Likewise a motion to strike is appropriate when claims are misjoined. *Markman T.V. v. Sharp Electronics Corp.*, No. 350731, 1994

Conn. Super. LEXIS 1268 (New Haven Super. Ct. 1994). The present case is an egregious example of misjoinder of both parties and claims. Therefore, the entire Complaint must be stricken.

A. **The Complaint Misjoins Defendants.**

Section 10-21 of the practice Book, in setting forth when joinder may be appropriate, specifically provides that each claim **"shall affect all parties to the action."** (emphasis added). In *Northrop v. town of Clinton*, 14 Conn. Supp. 28 (Middlesex Super. Ct. 1946) the plaintiff had brought one count of conspiracy against the Board of Education, the Town and certain named individuals, and a second count of breach of contract. The court noted that the second count could only be brought against the Board (and perhaps the Town) but not the individuals. The court sustained the demurrer to the complaint for misjoinder on the basis of the same language now appearing in Section 10-21, stating, "inasmuch as the second Count does not affect some of the parties to the action who are affected by the first Count, it is not permissible to join it with the first Count." (Footnote: It is particularly notable in the context of the present case that even including a claim of conspiracy did not allow the joinder of other claims, brought only against some parties.) *See also Purple v. Town of East Hampton*, No. 62100, 1992 Conn. Super. LEXIS 3039 At 4 (Middlesex Super. Ct. 1992) citing *Kolakowski v. Jasinski*, 3 Conn. L. Trib. No. 32, p.13 (1977) and *Herskowitz v. Fiorini*, 3 Conn. L. Trib No. 23, p. 12 (1977) ("Each cause of action must affect all the parties to the action").

Here the Complaint on its face demonstrates that party defendants are misjoined. Each Count states in its heading against which defendant it is brought. Counts 18, 19, 20, 21 and 22 are only brought against Grant. In contrast, Counts 13 and 14 are brought against Weil, Gotshal & Manges LLP ("WGM"), but not against Grant. Moreover, Counts 13 adds only Mark Hoenig as a defendant, while Count 14 adds only David Stone (but not Hoenig). Neither

Solomon nor Nagro are named as defendants in any of these Counts.

Reference to the substance of these Counts confirms that the defendants who are not named in the heading of a particular Count are not, and cannot be, affected by it. Counts 18-22 raise claims of promissory estoppel, fraudulent misrepresentation and breach of contract against Grant concerning an insurance policy on his life and the alleged promise/agreement to transfer his interest in the St. John Building in new York City to Liebel. The law firm of WGM, and attorneys Hoenig and Stone, are not alleged to have any involvement in either transaction. Similarly, Counts 13 and 14 allege claims of legal malpractice of the part of WGM, which do not, and cannot, involve Grant (or Solomon or Nagro). Clearly, the causes of action brought by Liebel do not affect all the defendants and are irreparably misjoined.

B. **The Complaint Misjoins Claims.**

Practice Book Section 10-21 (7) allows joinder of claims "whether in contract or tort or both arising out of the same transaction..." A transaction "is something which has taken place whereby a cause of action has arisen." *Defelippi*, 23 Conn. Supp. 352, 353 (Hartford Super. Ct., 1962). Even if related causes of action similar, they do not constitute a single transaction if there are "substantial enough factual distinctions" surrounding each claim. *Rosado v. Bridgeport Roman Catholic Diocesan corp.*, No. CV-93-0302072S, 1993 Conn. Super. LEXIS 2365 (Bridgeport super. Ct. 1993); see *also Markham T.V.*, 1994 Conn. Super. LEXIS 1268 at 4-6.

In the present case there are more than substantial factual differences to prevent joinder of the claims. For example, Count 18 against Grant, involving a dispute over an insurance policy on his life, involves completely different facts than Count 19-22 involving the St. John Building. Moreover, none of the alleged facts concerning the claims against Grant relate to the malpractice claim

in Count 14 arising out of the preparation of a Private Placement Memorandum. In fact, even the two malpractice claims (Counts 13 and 14) are factually distinct involving different legal services provided at different times. Even on a review most favorable to Plaintiff, Liebel, the various causes of action do not arise out of the same transaction. *See Cecchi v. crane Nuclear, Inc.*, No. CV-01-0804364S, 2002 Conn. Super. LEXIS 317 (Hartford Super Ct. 2002). Therefore, the claims by Liebel must be dismissed for misjoinder.

II

LIEBEL HAS PLED NO CAUSE OF ACTION FOR PROMISSORY ESTOPPEL

Under Connecticut law, a claim of promissory estoppel requires two elements: "the party against whom estoppel is claimed must do or say something calculated or intended to induce another party to believe that certain facts exist and to act on that belief; and the other party must change its position in reliance on those facts, thereby incurring some injury." *Chotkowski v. State*, 240 Conn. 246, 268 (1997). The person claiming such estoppel must, "exercise due diligence to know the truth" and show not only that he or she did not know the truth, but also lacked any means to learn it. *Id.* The promissory is not reliable to one who relied on a promise if objectively the promissory had no reason to expect reliance. *D'Ulisse-Cupo v. Board of Notre Dame H.S.*, 202 Conn. 206, 213 (1987). A third party to the promise cannot claim estoppel. *Commissioner of Public Works v. Middletown*, 53 Conn. App. 438, 448 (1999).

A. The Eighteenth Count Fails To State A Cause of Action For Promissory Estoppel

Liebel's allegations in the Eighteenth Count fail to plead all of a promissory estoppel cause of action. This Count concerns an alleged promise by Grant to pay premiums on an insurance policy

on his life for which the Foundation was the beneficiary. First, there is no allegation that Grant intended to induce any reliance by promising to pay insurance premiums on his life. Second, there is no allegation that Grant expected reliance by Liebel, or had cause to, on a promise to maintain a policy for the benefit of the Foundation. Most importantly the claim only alleges that the promise induced reliance by the Foundation, not Liebel:

> Plaintiff, the Foundation, being induced to believe that it would be financially secure at the time of Defendant Eugene Grant's passing and in total reliance on said promise, did not pursue similar avenues of support to insure future income.

Complaint, Page 211. In the absence of any allegations of a change in position by Liebel in reliance on the alleged promise, Liebel has not pled a cause of action as to her. Moreover, the only injury pled is to the Foundation by incurring expenses to make up said payments. Liebel is only alleged to have made voluntary loan payments to the Foundation, which does not constitute a loss or injury resulting from the promise.

B. <u>The Twenty First Count Fails To State A Cause Of Action For Promissory Estoppel</u>

Count Twenty One deals with an alleged promise by Grant to contribute an interest in New York real property to a Limited Liability Partnership to be formed in the future. Grant cannot be liable since, as alleged, the promise was one no promissor could expect to be relied upon. Paragraph 243 of the Complaint states that Grant told Liebel "to follow up on the structuring of said LLP with the accountants, Reynolds and Rowella and Plaintiff Yvonne Liebel's personal and corporate attorney, Christopher Leonard..." Such an allegation on its face demonstrates there was no agreement on the LLP, which was subject to future discussions with, and input from, the accountants and lawyers. As with any sophisticated

business people, Grant and Liebel understood no agreement was binding until finalized. Further, Liebel had a ready means to determine the true status of the alleged LLP, and any contributions thereto, through her own attorney and the accountants. There is not, and cannot be, an allegation of due diligence on her part.

Not only are the allegations of Count Twenty-One insufficient on their face, they also fail because the claim violates the statute of frauds. The statute of frauds may be raised on a motion to strike where it appears from the pleadings impossible for plaintiff to allege compliance. *Diblast v. Diblast*, 114 Conn. 539, 542 (1932); *see also Montanaro v. Pandolfini*, 148 Conn. 153, 156-7 (1961); *Chapel I Associates v. Mount Vernon Associates*, No. CVNH-9002-3644, 1990 Conn. Super. LEXIS 1983 (New Haven Super. Ct. 1990). Count Twenty-One clearly states that the alleged agreement to contribute the interest in the St. John Building on West Street in New York City was **oral.** *See* Complaint Page 243; *see also Page* 250 (Grant never signed "the necessary documents"). Conn. Gen. Stat. 52-550 provides "that no civil action" may be brought without a written agreement for the transfer of "any interest in or concerning real property." *See also Deluca v. C.W. Blakeslee & Sons*, 174 Conn. 535, 540 (1978). Providing a 37% interest in a building and "his interest in the income from the unit of the St. John Building," constitutes interest in real property and a claim of a promissory estoppel is clearly a civil action. Based on allegations of the Complaint, therefore, it would be impossible to demonstrate compliance with the statute of frauds and Count Twenty-One should be stricken for this reason also.

III

LIEBEL HAS PLED NO CAUSE OF ACTION FOR FRAUDULENT MISREPRESENTATION

Count 19 asserts that it is a claim for fraudulent misrepresentation. The elements of fraudulent misrepresentation are:

(1) that a false representation was made as a statement of fact; (2) that it was untrue and known to be untrue by the party making it; (3) that it was made to induce the other party to act on it; and (4) that the latter did so act on it to his injury.

Lizotte v. Enfield Planning & Zoning Comm. No. CV-8903673525, 1999 Conn. Sup. LEXIS 2383 (Hartford Super. Ct. 1999) *quoting Miller v. Appleby*, 183 Conn. 51, 54-5 (1981); see *also Maturo v. Gerard, 196* Conn. 584, 587 (1985). The false representation must be of an existing fact. *Pavia v. Vanech Heights Construction Co.*, 159 Conn. 512, 515 (1970); see also*Talbot v. Kirkup*, No. 551986, 2000 Conn. Super. LEXIS 2506 at 51 (New London Super. Ct. 2000) A promise of a future act, coupled with a present intention not to fulfill such promise, may be a misrepresentation, but it must be established by something more than mere non-performance. *Flaherty v. Schettino* 136 Conn. 222, 226 (1949); see also *Talbot, 2000.* Conn. Super. LEXIS 2506 at 52.

Nowhere in Count 19 is there an allegation of a presently existing fact being misrepresented. The only statement referred to is a promise to transfer certain property in the future. This neither a statement of a fact nor a reference to a present time state of affairs. Nor are any facts alleged that the alleged promise was not intended to be carried out at the time it was made. The Complaint claims only that subsequently a promise was not performed, which does not plead fraudulent misrepresentation. Thus the allegations of Count 19 are simply inadequate to support a cause of action for fraudulent misrepresentation.

IV.

LIEBEL HAS PLED NO CAUSE OF ACTION FOR BREACH OF CONTRACT

In Counts 20, 22 and 23 Liebel seeks to raise a claim of breach of contract. However, Liebel has failed to allege the existence of any agreement, or any breach thereof.

A. Count 20 Fails To State A Cause Of Action For Breach Of Partnership

To form an agreement between two parties "there must be a bargain in which there is a manifestation of mutual assent." *Bartomeli v. Bartomeli, 65* Conn. App. 408, 414 (2001). "The agreement must be definite and certain as to its terms and requirements." *Id; see also Dunham v. Dunham,* 204 Conn. 303, 313 (1987) (contract was not definite or certain enough to be enforced). Here there are no certain and definite terms. Liebel only alleges a "partnership with the express purpose of investing in projects for profit to advance their personal and partnership goals." Complaint, Page 219. This is clearly too vague and general to allege an actual mutual assent to anything.

Moreover, the breach alleged is Grant's failure to contribute his interest in the St. John Building in New York City. As described above (Section II.B.), an agreement for the transfer of an interest in real property must be in writing, to comply with the statute of frauds. Here, Liebel does not, and cannot, allege a written partnership agreement for the transfer of such property. Therefore Count 20 violates the statute of frauds and must be stricken.

B. Count 22 Fails To State A Cause Of Action For Breach Of Contract

The alleged contract at issue in Count 22 was to "assign to (Liebel), and convey to her, his one-half (1/2) interest in the St. John Building, 330-350 West Street, New York." Complaint, Page 253. However, Count 22 specifically alleges that the parties "entered into an express oral agreement." *Id:* (emphasis added). Thus, Liebel is alleging breach of an agreement, not in writing, for the transfer of an

interest in real property. This is a clear violation of the statute of frauds.

Moreover, in paragraph 253 of Count 22, Liebel alleges that the transfer of interest was to be paid to her every year "for the duration of her life." Thus, the oral agreement also violates section 5 of the statute of frauds, Conn. Gen. Stat. Section 52-550 (a)(5), which requires an oral agreement to be performable within one year. Count 22 must, therefore, be stricken.

C. **Count 23 fails To State A Cause Of Action For Breach Of Contract**

Count 23 claims that the letter of august 2, 1996, Complaint, Exhibit Z26 (a copy of which is attached hereto for ease of reference), constitutes a written contract. However, regardless of the validity of this so-called contract, the alleged agreement only creates obligations on the part of Alliance Capital and Grant, not Liebel. There is no exchange of consideration or promises that indicate Liebel is even a party to this alleged contract rather than merely a signatory on behalf of the corporations of which she constantly asserts she is an officer, director and principal shareholder.

Moreover, the only obligations on the part of Grant are to the corporation General Homes, Inc., not to Liebel, so she has no claim for breach. The letter states:

GENERAL HOMES, INC.

1. Eugene M. Grant will purchase through a subscription agreement 3% of General Homes, Inc. for the amount of $240,000 a year for a minimum of ten (10) years payable at $20,000 per month secured by the income generated to him through his 37% ownership position in the St. John Building, New York, New York.

Exhibit Z26, p.2. The Complaint (Page 261) specifically alleges that Grant was obligated to General Homes, and that his alleged breach was failure to continue the purchase from General Homes (Page 266). There is no allegation in the Complaint, nor could there be in light of the express language of Exhibit Z26, of any obligation on the part of Grant (or any other party) to Liebel. Thus, this is not a contract between Grant and Liebel at all. If anything it is a contract between Alliance Capital, Grant and General Homes. (Footnote: Any claim General Homes may have had was disposed of by the June 27, 2002 ruling on the motion for non-suit.)

Further, the plain language of Exhibit Z26 demonstrates that the document it is not a contract, but merely a preliminary term sheet that is subject to further revision and finalization in a written document. The letter states that its originator (Liebel's attorney), "will proceed with the paperwork to implement the wishes of the parties so that we can move toward executing paperwork upon Eugene (Grant)'s return from Maine and Yvonne (Liebel)'s return from Israel." Exhibit Z26, p.2 (emphasis added). Clearly any actual contract was intended to be executed after the formal written document (the "paperwork") was prepared by that attorney. Thus, on its face, the Count does not allege a contract and there can be no cause of action for breach. *See Suffield Dev. Assoc. v. Society for Savings*, 243 Conn. 832 (1998) (proof of the existence of a contract is necessary to recover on an action for breach).

V.

LIEBEL HAS PLED NO CAUSE OF ACTION FOR INTENTIONAL INFLICTION

Count 28 alleges intentional infliction of emotional distress against the Defendants, as well as other parties. The elements of intentional infliction are; (1) the person intended his conduct to inflict emotional distress; (2) the conduct was extreme and outrageous; (3) the conduct caused emotional distress, and (4) the

distress was severe. *Appleton v. Stonington Bd. Of Ed.* 254 Conn. 205, 210 (2000). Here, rather than pleading facts to prove these four elements, Liebel has merely recited conclusory statements which are not sufficient. *See e.g. Novametrix Medical Systems*, 224 Conn. At 215. Liebel has offered no facts from which to even infer that Defendants acted with the intent to inflict emotional distress. This element requires more than merely that Defendants performed the alleged acts (cutting off funds to the Foundation, attempting to take control). Rather, there must be facts alleged to show the purpose was emotionally injure Liebel, and there are none. (Footnote: The further allegation that defendants' conduct interfered with Liebel's ability to obtain counsel is first contradicted by the complaint itself (since Liebel was represented by counsel when this Complaint was filed and for a year thereafter), and second, cannot possibly meet the test.

Nor do the facts alleged constitute extreme and outrageous conduct. Whether the conduct is sufficient to qualify as extreme and outrageous is a question for the court. At most, Defendants are alleged to have acted for their own benefit to acquire control of what Liebel alleges was financially valuable entity. That is certainly not beyond the furthest bounds to be considered intolerable in today's society. In *Appleton*, the Supreme Court found forcing a person to undergo psychiatric examination in addition to calling the police and having a person escorted out of the building, while it "may very well have been distressing and hurtful" and could not be condoned, was not extreme and outrageous. Id., at 212. *See also Petyan v. Ellis*, 200 Conn. 243, 254 (1986) (after firing employee ostensibly for poor performance, employer's report to state unemployment office that employee was terminated "mainly for fraud and lying" found not to be "outrageous"); *Muniz v. Kravis*, 59 Conn. App. 704, 706-07 (2000) (sending armed security guard to notify employees they were fired and had to vacate apartment in 24 hours, when defendant knew that employee wife was en route to Spain with her daughter, and that her husband was recovering from surgery, was not "extreme and outrageous").

Rather than facts, Liebel has contented herself to simply repeat the legal standards that "their acts whet beyond any possible bound of decency" (Complaint, Page 307) and that the acts "resulted in severe and extreme emotional distress." (Complaint, Page 306). Such statements of legal conclusions are insufficient.

Liebel also does not allege facts that her distress was "severe." She only alleges stress, loss of sleep and anxiety. Connecticut law requires that the plaintiff must show the distress is 'sufficiently severe, genuine and extreme that no reasonable person should be expected to endure it." *Gilman v. Gilman*, 46 Conn. Supp. 21, 23 (1999); see also Restatement (Second) Torts, Section 46, Comment (j) ("Complete emotional tranquility is seldom attainable in this world and some degree of transient and trivial emotional distress is part of the price of living among people.") Liebel's allegations of stress and loss of sleep are insufficient as a matter of law to constitute severe distress. See *e.g., U.S.A. Oil Inc. v. Smith*, 415 So. 2d 1098, 1110 (Ala. Civ. App. 1982) (Footnote: U.S.A. Oil was cited as persuasive authority in Petyan, 200 Conn. at 253). (plaintiff who complains conduct affected her sleep, cried a lot and went to doctor held not to have suffered "severe" distress, or that the conduct was extreme and outrageous or that the distress was severe, Count 28 must be stricken.

CONCLUSION

For the foregoing reasons, the motion to strike all claims by Plaintiff Yvonne Liebel against Defendants should be granted.

DEFENDANTS
EUGENE GRANT, RICHARD
SOLOMON AND ROBERT NAGRO

By_____

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APPENDIX C

"Motion to Strike" and "Memorandum of Law in Support of Motion to Strike" (By Defendants Weil, Gotshal and Manges LLP; David Stone and Mark Hoenig) 8/15/02

D.N.: X02 CV 01 0167482 S	: SUPERIOR COURT
	:
YVONNE LIEBEL,	: J.D. of WATERBURY
	:
Plaintiff	: COMPLEX LITIGATION DOCKET
	:
VS.	: WATERBURY
	:
EUGENE M. GRANT, ET AL.	: AUGUST 15, 2002
Defendant	:

MOTION TO STRIKE

Defendants Weil, Gotshal & Manges LLP ("WGM"), Mark Hoenig ("Hoenig"), and David Stone ("Stone") (hereafter together referred to as the "Weil Defendants"), by and through their attorneys of record, hereby respectfully move the Court for an order pursuant to Practice Book Section 10-39 et. Seq. striking the Counts in the Third Amended Complaint ("the Complaint") seeking to plead or make out claims against the Weil Defendants.

The allegations set forth in the Complaint have been narrowed and limited by virtue of the Court's ruling on June 27 of this year wherein an Order of Non-Suit was entered against the Alliance Foundation, Inc. ('the Alliance Foundation"); Alliance

ORAL ARGUMENT REQUESTED
TESTIMONY NOT REQUIRED

Capital Inc. (Alliance Capital"); General Homes, Inc. ("General Homes"); and, Alliance International Development Corporation ("Alliance International"). The Court's June 27 Decision granting Defendants' Motion for Non-Suit operated to leave Yvonne Liebel ("Liebel") as the ***sole plaintiff*** in this matter.

For the reasons and rationale that follow, and based on the discussion in the accompanying memorandum of Law in Support of motion to strike, the three Counts that remain against the Weil defendants are insufficient and should be stricken. The Complaint does not set forth a cause of action against WGM, Hoenig and stone.

For a brief statement of this matter's procedural history, the Court is referred to the motion to strike dated July 16, 2002 served and filed on behalf of defendants Eugene Grant ('Grant"), Richard Solomon ("Solomon") and Robert Nagro ("Nagro"). To summarize rather broadly the present status of the pleading before the court,

Liebel has attempted to put forth a panoply of unsupported irresponsible and unfounded allegations against the defendants appearing in the caption. There have been four iterations of Liebel's lamentations: an initial complaint and three amendments, culminating in the Complaint before the Court – a bulky tome with twenty- eight counts spouting a wide array of perceived wrongs. As noted previously, the Alliance Foundation, Alliance International, General Homes and Alliance Capital have been dismissed out of this action by the Court's June 27 decision.

That decision is significant for its narrowing effect on the allegations in the Complaint. Rather than twenty-eight (28) counts of miscellaneous wrongs and alleged bad actions arising out of the imagination and unique perspective of Liebel, there now remain three (3) distinct claims sought to be plead against the Weil Defendants, which should be addressed and dismissed. (Footnote: As the court may note, the undersigned counsel also represents defendants Bridge to Brotherhood, Inc. ("BTB"), Ira Millstein ("Millstein") and Marvin Jacob ("Jacob"). As to these defendants, there is presently pending a Motion to dismiss on jurisdictional grounds directed to the third amended complaint. It was served and filed prior to the Court's June 27 decision dismissing all of the plaintiffs but for Liebel. Should this motion to strike be successful, it is anticipated that the jurisdictional motion would be withdrawn, and, a separate motion to strike would be submitted on behalf of BTB, Millstein and Jacob.)

At the outset, without getting to the specific allegations in the counts purporting to set forth claims on behalf of Liebel, the Complaint is subject to being stricken in its entirety by virtue of Liebel's improper joinder of parties and claims. The nine (9) counts which remain are a mix of diverse claims against diverse parties arising out of diverse circumstances. (Footnote: the Counts remaining are as follows: Count 13 – Malpractice against WGM and Hoeing; Count 14 - Malpractice against WGM and Stone; Count 18 – Promissory Estoppel against Grant; Count 19 – Fraudulent

Misrepresentation against Grant; Count 20 – Breach of Partnership against Grant; Count 21 – Promissory Estoppel against Grant; Count 22 – Breach of Contract against Grant; Count 23 – Breach of Contract against Grant; and , Count 28 – Intentional Infliction of Emotional Distress against all of the named defendants.) In that the counts pled affect certain defendants and do not affect others, and, in that there are substantial factual distinctions between the claims such that they most certainly do NOT arise out of the same transaction or set of facts and circumstances, the parties and claims in the Complaint are misjoined. As such, the appropriate remedy is the striking of the Complaint.

With respect to the specific claims against the Weil defendants which have survived the June 27 decision, the Counts at issue are Count 13 – against WGM and Hoeing seeking to allege malpractice; Count 14 – against WGM and Stone seeking to allege malpractice; and Count 28 – against all the listed defendants seeking to assert for the intentional infliction of emotional distress.

Counts 13 and 14 ("Malpractice') fail to state or plead a cause of action that may survive the Court's scrutiny insofar as (1) Plaintiff cannot demonstrate, or hope to demonstrate, as a threshold matter that the requisite attorney/client relationship existed as and between herself and defendants; and (2) Plaintiff did not plead and cannot show that a duty was owned to her in her individual capacity.

Count 28 seeks to make out a claim for the intentional infliction of emotional distress. Liebel has failed to set forth facts sufficient to support a conclusion that the defendants intended to inflict emotional distress by their disparate and distinct conduct; has failed to set forth facts which could support a finding that the act (s) and/or omissions(s) alleged (even if taken as true) would or could constitute extreme and outrageous conduct; and, has failed to articulate facts capable of supporting the notion that the distress alleged to have been sustained by Liebel was severe in nature.

Based on the foregoing and based on the accompanying Memorandum of Law, defendants WGM, Hoenig and Stone respectfully request that the court strike Count 13, Count 14 and Count 28 – the entirety off the Counts in the Third Amended Complaint as modified by the Court's June 27, 2002 decision which seek to allege claims against WGM, Hoenig and Stone.

DEFENDANTS
WEIL, GOTSHAL & MANAGES LLP,
MARK HOENIG AND DAVID STONE

By _____
/S/Michael K. Stanton, Jr.
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Juris No. 305775
Their Attorneys

ORDER

The foregoing Motion to Strike, having come before the Court and having been duly heard, it is hereby ORDERED:

GRANTED/DENIED.

Dated: Waterbury, Connecticut
September , 2002

THE COURT

By:_____
Hon. Michael R. Sheldon

D.N.: X02 CV 01 0167482 S	: SUPERIOR COURT
	:
YVONNE LIEBEL,	: J.D. of WATERBURY
	:
Plaintiff	: COMPLEX LITIGATION DOCKE T
	:
V.	: WATERBURY
	:
EUGENE GRANT; ROBERT NAGRO; RICHARD SOLOMON; WEIL, GOTSHAL and MANGES, LLP; MARK HOENIG; DAVID STONE; RIDGEFIELD BANK; REYNOLDS AND ROWELLA; PRICEWATER-HOUSECOOPERS, LLP/KESSELMAN & KESSELMAN; BRIDGE TO BROTHERHOOD, INC.; IRA MILLSTEIN; MARVIN JACOB	: AUGUST 15, 2002
Defendants	:

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS' MOTION TO STRIKE

This Memorandum of Law is respectfully submitted on behalf of defendants Weil, Gotshal and Manges LLP ("WGM"), Mark Hoenig ("Hoenig") and David Stone ("Stone") collectively herein referred to as the "Weil Defendants,"(Footnote: Defendants Ira Millstein, Marvin Jacob and Bridge to Brotherhood, Inc. have filed a Motion to Dismiss for lack of personal jurisdiction, which is

currently pending before this Court) in support of their Motion to Strike the Third Amended Complaint ("the Complaint") of Plaintiff Yvonne Liebel ("Liebel") pursuant to Practice Book Section 10-39.

Preliminary Statement

Defendants' Motion for Non-Suit against all corporate plaintiffs, filed with this Court on December 17, 2001, was granted on June 27, 2002. (Footnote: In light of the Court's Order, this Memorandum will only address claims alleged by Liebel individually against one or more Defendants- specially, Counts 13, 14, 18, 19, 20, 21, 22, 23 and 28. Defendants will not address those claims asserted by the corporate plaintiffs.) Therefore, only the claims asserted on behalf of Liebel individually remain. For the reasons set forth below, Plaintiff's remaining claims should be dismissed.

Statement of Facts

ARGUMENT

Defendants' Motion to Strike should be granted because Liebel's allegations are legally insufficient even when read in a manner most favorable to sustaining their sufficiency. Peter Michael, Inc. v. Sea Shell Assoc., 244 Conn. 269 (1998). Here, Liebel's allegations are wholly insufficient to sustain the claims brought by Liebel individually in the Complaint.

POINT I

LIEBEL'S ALLEGATIONS DO NOT SUPPORT CAUSE OF ACTION FOR LEGAL MALPRACTICE

The plaintiff in an action for malpractice must establish: (1) the existence of an attorney-client relationship; (2) the attorney's wrongful act or omission; (3) causation; and (4) damages. Mayer v. Biafore, 245 Conn. 88 (1998). (Footnote: Malpractice is commonly defined as "the failure of one rendering professional services to exercise that degree of skill and learning commonly applied under all the circumstances in the community by the average prudent reputable member of the profession with the result of injury, loss or damage to the recipient of those services." Davis v. Margolis, 215 Conn. 408, 415 (1990). "To state a claim for legal malpractice (a plaintiff) must (demonstrate) that there was an attorney-client relationship, that the attorney was negligent in his representation of the client and that this negligence caused (the plaintiff) some loss." Fiaschetti v. Vannucci, 1994 WL 518255 (Conn. Super. Ct. Sept. 14, 1994). Here, Defendants' Motion to Strike should be granted because Liebel's Complaint utterly fails to plead the necessary elements for legal malpractice.

A. The Third Amended Complaint Fails to Allege facts establishing an Attorney- Client Relationship between the Weil Defendants and Liebel Individually.

Liebel fails to expressly allege the prerequisite attorney-client relationship. See Mayer-Wittman Joint ventures Inc. v. Gunther International, LTD., 1994 WL 271795, 4 (Conn. Super. Ct. June 6, 1994)(no indication that plaintiff was ever represented by defendant attorneys in a personal manner). Although Liebel was the person through whom the Weil Defendants advised the Alliance Foundation, it does not by any means necessarily follow that Liebel thereby becomes an individual client of the Weil Defendants. It is well-settled that an attorney representing a corporation or similar entity does not necessarily represent the corporations constituents. Id. (Footnote 4 : While "there is little case law in Connecticut addressing whether attorneys who represent closely held corporations also have attorney-client relationships with the individual directors, officers and shareholders of that corporation,"

(Mayer-Wittman v. Joint Ventures, Inc., 1994 WL 271795, 1 (Stamford Super. Ct. June 6, 1994), other jurisdictions demonstrate the well-settled rule. See Carlson v. Byron, 475 N. W. 2d 882, 891 (Minn.1991) (representing a corporation does not automatically establish an attorney-client relationship between corporate counsel and corporation's officers, directors, shareholders and other constituents); Novak v. Scalesse, 43 Conn. App. 94, 101 n.6, granted in part, 239 Conn. 925 (1996) (lawyer who represents a partnership does not thereby become counsel for or owe duty to partners); Wayne v. Shore Lobster & Shrimp Co., 537 F. Supp. 1220, 1223 (S.D.N.Y 1982)(where corporation did not counsel any shareholder individually and firm billed corporation, shareholder's belief that firm was his counsel was unreasonable).

Liebel has utterly failed to establish the existence of an attorney-client relationship between herself and the Weil Defendants. There is no allegation or indication that the Defendants entered into an express or implied agreement with Liebel to render legal services to her. See Comeau v. Walsh, 1998 WL 1181160 at 2 (Mass. Super. Dec. 15, 1998). Not even the broadest possible reading of the Complaint establishes a direct or inferred attorney-client relationship between the Weil Defendants and Liebel.

First, the Complaint is utterly devoid of any factual allegation asserting an express attorney-client agreement between the defendants and Liebel. See Sheinkopf v. Stone III, 927 F. 2d 1259, 1264 (1st Cir. 1991) (appellant never asserted the existence of an express agreement to provide legal services between him and the attorney under Massachusetts law). See also First Republic Bank v. Brand, 20001 WL 1112972 (Penn. Ct. of Common Pleas April 30, 2001)(defendants have not attached a contract evidencing any relationship between themselves and the firm, forcing the court to focus solely on whether an implied relationship existed). The Complaint does not contain a single allegation that the Weil Defendants represented Liebel in a personal capacity. Rather, Plaintiff's allegations assert only that the Weil Defendants were

retained to represent the Alliance Foundation. (Footnote 5: As stated supra, this Court granted Defendants' Motion for Non-Suit as to the corporate Plaintiffs on June 27, 2002 leaving only Liebel as a plaintiff. (See Memorandum Order RE: Defendant's Motion for Nonsuit at 7). In fact, the Complaint merely alleges that "WGM and its attorneys served as the *Foundation*'s exclusive pro bono legal since Plaintiff, Yvonne Liebel enlisted them." (3rd.Am. Compl. Page 7)(emphasis added).

In Catizone v. Wolfe, 71 F. Supp 2d 365, 367 (S.D.N.Y. 1999), which involved a determination of whether an attorney was counsel solely for a corporation or was also acting on the plaintiff's behalf, the court found that there was no attorney-client relationship with the plaintiff based on the following factors: (1) there was no fee arrangement; (2) there was no contract indicating that the attorney accepted representation; (3) there was insufficient proof that the attorney performed legal services gratuitously; (4) there was no actual representation of the individual outside the corporation; and (5) plaintiff possessed an unreasonable belief that the attorney was representing him.

Applying such factors to the allegations in the Complaint, it is clear that no attorney-client relationship existed. Liebel docs not allege that she paid for or accepted personal representation and there is no other indication that Defendants represented Liebel outside of her capacity as an agent for the Alliance Foundation. Liebel simply "expressed" the instructions, wishes and authorization of the Foundation." (3rd. Am. Comp. Page 1750. Most significantly, Liebel utterly failed to assert any belief, much less a reasonable belief, that she was represented by the Weil Defendants in an individual capacity. Accordingly, the Complaint is devoid of any factual allegations to counter the otherwise well-settled rule that representing a corporation does not establish an attorney-client relationship with constituents of such entity.

1. Count 13 – WGM/Hoenig

Count 13 alleges that WGM and Hoenig are liable for legal malpractice. However, the claim utterly fails to allege an attorney-client relationship between WGM and/or Hoenig and Liebel. There are simply no factual allegations to support a finding that the WGM or Hoenig represented Liebel in a personal capacity. In fact, the Complaint contradicts such finding on its face. For example, Count 13 specifically states that "Dan Casagrande" was "Liebel's personal attorney."(3rd. Am. Comp. Page 173). Moreover, Liebel alleges that Hoenig acted against the express "authorization of the Foundation (as) expressed by co-plaintiff and CEO Liebel." (3rd Am. Comp. Page 175). Such allegations operate to confirm and recognize unequivocally that defendants represented Alliance Foundation, no longer a plaintiff in this action, and did not represent Liebel in a personal capacity. Any involvement with or contact between the Weil Defendants and Liebel was solely as a result of Liebel's position with the corporate Alliance entities, no longer Plaintiffs in this action.

2. Count 14 – WGM/Stone

Similarly, Count 14 does not allege an attorney-client relationship between WGM and/or Stone and Liebel. Here again, Liebel negates any inference of personal representation by alleging that Stone "used and abused his authority as an agent for the Foundation in violation of his duty." (3rd. Am. Comp. Page 14). The Third Amended Complaint therefore specifically states that Stone was counsel to the Alliance Foundation and not Liebel's personal attorney.

Therefore, even if the allegations in the Complaint are construed in a manner most favorable to Liebel, she fails to demonstrate that the Weil Defendants represented her separate and apart from her affiliation with the Alliance Foundation.

Liebel has not alleged that she had attorney-client relationship with the Weil Defendants which was distinct from her role as an officer of Alliance foundation. The pleading before the Court therefore fails as a matter of law. Accordingly, the Weil Defendants' Motion to Strike Counts 13 and 14 for legal malpractice should be granted.

B. The Weil Defendants Could Not Have Breached A Duty Owed to Liebel Because No Attorney-Client Relationship Existed Between Liebel and The Weil Defendants.

Liebel's allegations that the Weil Defendants breached a duty within the attorney-client privilege fail as a matter of law. The attorney-client privilege applies to communications (1) made by the client; (2) to his or her attorney; (3) for the purposes of obtaining legal advice; (4) with the intent that the communication be kept confidential. See Pagano v. Ippoliti, 245 Conn. 640, 649 (1998). (Footnote 6: The attorney-client privilege is strictly construed and is applied only when necessary to achieve its purpose. See Kowalonevk v. Lane, 2000 WL 486961 at 2 (Conn. Super. Ct. April 11, 2000). Importantly, then, there must be an attorney-client relationship in order for the duty to arise. Hall v. Kasper Assoc., 1999 WL 1034678 at 2-3 (Conn. Super. Ct. Oct. 27, 1999) (attorneys generally not liable to persons other than their clients for negligent rendering of legal services). Accordingly, plaintiffs that cannot establish an attorney-client relationship do not have a legally recognizable claim for malpractice. See Catizone, 71 F. Supp.2d at 372 (plaintiff failed to establish support for attorney-client relationship; therefore, plaintiff's malpractice claim was dismissed). If a court determines, as a matter of law, that a defendant owes no duty to a plaintiff because no attorney-client privilege exists, the plaintiff cannot recover from the defendant.

In Count 13, Liebel alleges that "Hoenig... against the express instructions... of the Foundation, expressed by co-plaintiff and CEO, Yvonne Liebel, and in violation of his agreement and his

duty within the attorney/client privilege, released confidential information, including but not limited to the written proposed settlement letter." (3rd. Am. Compl. Page 175). Any duty arising under an attorney-client privilege was owed, in theory, to the Alliance Foundation and not to Liebel as an individual. The extent of Liebel's interaction with Defendants was limited to "express(ing)" the "instructions... of the foundation." (3rd. Am. Compl. Page 175). Because the Weil Defendants did not represent Liebel, she is owed no duty and is therefore not entitled to bring a claim for an alleged breach of the attorney-client privilege.

C. Liebel Has Failed to Sufficiently Plead Causation and Damages

Liebel has failed to allege both causation and damage. In Connecticut, a plaintiff must allege that she suffered actual damages as a proximate result of a defendant's actions. Chisholm v. Williams, 1996 WL 383400 at 1 (Conn. Super. Ct. June 14, 1996); see also Vanacore v. Kennedy, 86 F. Supp.2d 42, 48 (D. Conn. 1998). (Footnote 7: the elements of causation and damages in a malpractice action are closely related. See Schweizer v. Mulvehill, 93 F. Supp.2d 376, 395 (S.D.N.Y. 2000)(if causation is lacking, it can frequently be said that there are no damages). Mere conclusory allegations are not generally sufficient to plead causation. See In re NAHC, Inc. Securities Litigation, Fed. Sec. L. Rep. P 91, 614 at 22 9E.D.Pa. 2001). Further, the rule for proof of damages in legal malpractice is stringent. Schwiezer v. Mulvehill, 93 F. Supp.2d 376, 395 (S.D.N.Y. 2000)(lawyer's conduct must have caused damages that are actual and ascertainable.)

Liebel has utterly failed to plead causation. In Count 13, Liebel alleges that Hoenig's release of certain confidential information, including a proposed settlement letter, "undermined and sabotaged the strategies intended to be used in (the) settlement." (3rd. Am Compl. Pages 172, 177). However, Liebel fails

to allege the requisite chain of causation beginning with the Weil Defendants' actions and ending with the alleged harm to her individually. (3rd. Am. Compl. Page 179). First, Liebel does not allege how the release of confidential information in fact undermined and sabotaged the settlement. (3rd. Am. Compl Pages 174-179). Furthermore, Liebel does not state how the "sabotage" caused the alleged injury. See St. Denis v. Toledo, 2002 WL 845689 at 4 (Conn. Super. Ct. April 5, 2002) (plaintiff's allegation that defendants "used confidential information" against plaintiff was conclusory and unsupported by any facts illustrating the defendants' use of confidential information against plaintiff).

Similarly in count 14, Liebel alleges that Stone sent a draft private placement memorandum to the New York offices of the Government of Israel without Liebel's consent, thereby "caus(ing) the Foundation the loss of its relationship with the Government of Israel and the UJA/Jewish Agency, as well as the loss of its ability to implement its tax rulings." (3rd. Am. Coml page 179-184). Again, Liebel utterly fails to allege how the loss of this relationship was a proximate result of Stone's alleged conduct.

In addition, to causation, plaintiff must also allege injury. The rule for proof of damages in legal malpractice is stringent. See Schweizer, 93 F. Supp.2d at 395. Accordingly, any loss or damages alleged must be actual and ascertainable. See Id. Mere speculation of loss resulting from an attorney's alleged wrong is insufficient to sustain a prima facie case in malpractice. See id.

In St. Denis, the defendant's motion to strike was granted in its entirety. The court found the plaintiff's complaint insufficient because the only direct injury alleged was to a nonparty corporation. 2002 WL 845689 at 3. Moreover, the court determined that the counts failed to demonstrate a casual connection between defendant's alleged breach or wrongful conduct and any direct injury to the plaintiff. See id.

Similarly, here the harm alleged in the Complaint was incurred, if at all, by the alliance Foundation, not Liebel. It was the Alliance Foundation which was allegedly "depleted of corporate capital"; "lost its relationship with Israel and the UJA;" and lost "its ability to implement its tax rulings." (3rd. Am. Compl. Pages 179, 183).

The only allegation of personal injury stated in Count 13 was that Liebel was forced to "go into severe debt." (3rd. Am. Compl. Page 179). See Denis, 2002 WL 845689 at 3 (plaintiff's complaint insufficient because the only direct injury alleged was to a nonparty corporation). Significantly, the Complaint fails to state how Defendants' alleged breaches constituted a substantial factor in creating that debt. (Footnote 8: Plaintiff is in essence a third party to any alleged harm cause by Defendants to the Alliance Foundation. Determining when an attorney should be held liable to parties with who they are not in privity is a question of public policy. See Krawczyk v. Stingle, 208 Conn. 239 (1988). In addressing this issue, courts have looked to whether the purpose of the transaction was to benefit the third party; id. At 245. Additional factors include: the forseeability of harm to the third party; the degree of proximity of the injury to the conduct complained of; the impact on the public policy of preventing future harm; and the burden on the legal profession that would result from the imposition of liability. Id. at 245-6. No conduct alleged in the Complaint engaged in with the purpose of benefiting Liebel. Moreover, any harm incurred by Liebel was not reasonably foreseeable by defendants.) Finally, Liebel alleges that she, along with the alliance Foundation, and "as a direct and proximate result (of Defendants' conduct), suffered actual and consequential damages, the full extent of which has not yet been determined." (3rd. Am. Compl. Pages 180, 184). Clearly, Liebel is simply restating a legal conclusion instead of alleging specific facts. It is well settled that such substitutions are insufficient to survive a motion to strike. See e.g. Denis, 2002 WL 845689 at 4.

Accordingly, the Court should grant the Weil Defendants' motion to strike Counts 13 and 14 for legal malpractice and breach of the attorney-client privilege.

POINT II

DEFENDANTS' MOTION TO STRIKE MUST BE GRANTED FOR MISJOINDER OF CLAIMS AND PARTIES

In Connecticut, a complaint is subject to a motion to strike The exclusive remedy for both misjoinder of claims and parties is by motion to strike. See Bertelson v. City of Norwich, 2001 WL 459058, 1 (Conn.Super. Ct. May 11, 2001)(exclusive remedy for misjoinder of parties is by motion to strike). See also Practice Book Section 11-3 (motion to strike is exclusive remedy for misjoinder of parties). Here, defendants' motion to strike should be granted because Liebel's Third Amended Complaint improperly joins both parties and claims.

A. Liebel Improperly Joins Counts 13 and 14 with Counts 18-23

Connecticut law permits joinder of separate causes of action arising out of the same transaction or transactions connected with the same subject of action. See Conn. Gen. Stat. Section 52-97(7); Practice Book Section 10-21. (Footnote 9: A "transaction" must consist of an act or an agreement, or several acts or agreements having some connection with each other, in which more than one person is concerned, and by which the legal relations of such persons between themselves are altered. See Craft Refrigerating Machine Co. v. Quinnipac Brewing Co., 63 Conn. 551, 560-61 (1883); see also Bertelson, 2001 WL at 1.) Connecticut courts construed the

statutory provisions and court rules governing joinder of claims liberally and in favor of judicial economy. See DeFelippi v. DeFelippi, 23 Conn. Supp. 352 (Conn. Super. Ct. 1962). Despite judicial favor for litigation of related controversies, distinct causes of action may not be joined in the absence of the requisite commonality. See Myers v. Long 23 Conn. Supp. 93, 93-4 (Conn. Super. Ct. 1961). Here, Liebel has improperly joined Count 13-14 with Counts 18-23.

Simply put, Liebel's claims clearly do not arise out of the same transaction or transactions. See Myers, 23 Conn. Supp. At 93-4 (Conn. Super. Ct. 1961) (even though policy favors litigation of related controversies in a single action, distinct causes of action may not be joined in one complaint unless they arise out of the same transaction or transactions connected with the same subject of action and unless they affect all the parties to the action). A transaction is "something which has taken place whereby a cause of action has arisen." DeFelippi v. DeFelippi, 23 Conn. Supp. 352, 353 (Hartford Super. Ct. 1962). Even if related causes of action are similar, they do not constitute a single transaction if there are substantial factual distinctions surrounding each claim. See Rosado v. Bridgeport Roman Catholic Diocesan Corp., No. CV-93-0302072S, 1993 WL 382121 at 1 (Conn. Super. Ct. Sept. 13, 1993).

In Counts 18 through 23, Plaintiff alleges that Defendant Eugene Grant breached various personal promises and/or contracts and made certain fraudulent misrepresentations to Liebel. (3rd Am. Compl. Pages 208-267). Specifically, Count 18 involves a dispute over the life insurance policy "on (Grant's) life for the benefit of the Office of the President of Plaintiff, Foundation." (3rd. Am. Compl. Pages 208-215). By contrast, Counts 19 through 23 involves fraudulent misrepresentation and breach of partnership agreements related to certain agreements about the St. John Building in New York. Counts 13 and 14 concern the legal malpractice claims against the Defendants. (3rd. Am. Compl. Pages 170-184).

It cannot be reasonably maintained that these claims arise out of the same transaction and are therefore properly joined. See, e.g. Palmer v. Allstate Idemnity Co.,2000 WL 157924, 2 (Conn. Super. Ct. Jan. 27, 2000) (because counts alleged by plaintiff arise out of the same set of operative facts, namely, her car accident and Allstate's subsequent refusal to pay on her claim, the counts are properly joined... in one complaint"). See also Guidi v. Mitchell, 1999 WL 1097818, 4 (Conn. Super. Ct. Nov. 16, 1999)(the intelligence and insurance claims involve the same issues and facts, and the court concludes that judicial economy would be well served if both claims were tried together).

Here, Plaintiff attempts to join completely separate and distinct causes of action. There is absolutely no common nucleus of law or fact by which Liebel can claim that the malpractice claims against the Weil Defendants may be joined with breach of contract claims against Grant.

B. The Complaint Misjoins Defendant Parties

Connecticut law also requires "that the several causes of action...shall affect *all parties* to the action." (emphasis added). See Practice Book Section 10-21. See, e.g. Northrup v. Town of Clinton, 14 Conn. Supp. 28, 30 (Middlesex Super. Ct. 1946) ("inasmuch as the second Count does not affect some of the parties to the action who are affected by the first Count, it is not permissible to join it with the first Count").

Here, the Complaint clearly misjoins Defendants. Counts 18, 19, 20, 21, 22, and 23 are solely brought against Defendant Grant. By Contrast, Counts 13 and 14 are brought against the Weil Defendants. Specifically, Counts 18-23 raise claims of promissory estoppel, fraudulent misrepresentation and breach of contract against grant concerning an insurance policy and an alleged agreement to transfer his interest in the St. John Building in New

York to Liebel. Liebel does not allege that the Weil Defendants had any involvement whatsoever in those transactions. Similarly, Counts 13 and 14 allege legal malpractice against defendants other than Grant. Accordingly, it is evident that the causes of action raised by Liebel do not affect all defendants and are therefore improperly joined.

POINT III

THE COMPLAINT FAILS TO STATE A CLAIM AGAINST DEFENDANTS FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

In Connecticut, a Plaintiff asserting a claim for intentional infliction of emotional distress must show that: (1) the actor intended to inflict emotional distress, or that he knew, or should have known, that emotional distress was the likely result of his conduct; (2) the conduct was extreme and outrageous; (3) the conduct caused emotional distress; and (4) the distress was severe. See Appleton v. Stonington Bd. Of Ed., 254 Conn. 205, 210 (2000). Even when construing the Complaint to sustain its legal sufficiency, Liebel fails to state a cause of action for intentional infliction of emotional distress against the Weil Defendants.

In Count 28, Liebel states a laundry list of sweeping allegations that the Weil Defendants, inter alios, destroyed her lifelong dreams, participated in a conspiracy to take power away from her, used their influence to isolate her from friends and business associates, and somehow prevented her from securing appropriate legal representation. (3rd. Am. Compl. Pages 306-308). Liebel asserts that these alleged acts resulted in severe and extreme emotional distress. (3rd. Am. Compl. Page 305-309). However, rather than pleading facts to support the requisite elements of an

intentional infliction of emotional distress claim, Liebel merely recites legal standards and offers conclusory statements.

First, the Complaint is completely devoid of any allegations that Defendants "intended to inflict emotional distress or that (they) knew or should have known that emotional distress was the likely result." See Appleton, 245 Conn. at 210. Satisfaction of this first element requires more than general allegations that defendants performed the alleged acts. For example, in Count 28, Liebel alleges that the defendants intentionally inflicted severe emotional distress by "participating in a conspiracy to take power away from Plaintiff... and destroy her lifelong dreams and work for...the Alliance Foundation" (3rd. Am. Compl. Page 306). However, the Complaint does not allege that this activity was intended to inflict emotional distress. (Footnote 10: In fact, paragraph 64 alleges that the defendants "intentionally joined the conspiracy...*for the express purpose of destroying the foundation in order to achieve their goals.*" (3rd. Am. Compl. Page 64)(emphasis added). Accordingly, the pleading itself indicates that defendants alleged wrongful acts were not committed with the intent to inflict emotional distress on Liebel, but rather to "achieve their own goals". (3rd. Am. Compl. Page 64).)

Second, the facts alleged do not constitute extreme and outrageous conduct. See id. The issue of whether a defendant's conduct rises to the level of extreme and outrageous behavior is a question of law to be decided by the court. See Appleton, 254 Conn.at 210. Liability for intentional infliction of emotional distress requires that the conduct "exceeds all bounds tolerated by decent society." Id. Accordingly, liability has been imposed only where the conduct has been so outrageous in character, and so extreme in degree, as to be regarded as atrocious, and utterly intolerable in a civilized community." See Triano v. Fitzpatrick, 2000 WL 264292 at 5-6 (Conn. Super. Ct. Feb 17, 2000). Connecticut courts have articulated a simple understanding of this standard and have stated that "the case is one in which the recitation of the facts to an average

member of the community would arouse his resentment against the actor, and lead him to exclaim, Outrageous!" See Appleton, at 211.

Reading the claims in a manner to sustain their legal sufficiency, Liebel's allegations clearly do not rise to the requisite level of extreme and outrageous conduct recognized by Connecticut courts. See e.g., Tiano, 2000 Conn. Super LEXIS at 16 (plaintiff's conduct fits within the parameters of extreme and egregious conduct because plaintiff alleges that defendant, who had been treating both of plaintiff's eyes for four months prior to surgery, and who knew that his patient only had vision in his right eye and had consented only to the operation for the left eye, knowingly operated on the sighted right eye, rendering it sightless and causing plaintiff severe emotional distress).

The only conduct Liebel can rely on to support her claim for intentional infliction of emotional distress against the Weil Defendants is the alleged legal malpractice conduct contained in Counts 13 and 14 of the Third Amended Complaint. (3rd Am. Compl. Page 170-184). However, this clearly does not rise to the level of extreme or outrageous conduct. In McHenry v. Lubell, No. CV0346842S, 2001 WL 988025 (Conn. Super.Ct. Aug. 3, 2001), the plaintiff alleged that the defendants intentionally inflicted emotional distress upon her by mishandling her divorce action. The court found that plaintiff failed to allege conduct that rose to the level of being so outrageous in character as to go beyond all possible bounds of decency. Accordingly, the court granted the defendant's motion to strike. McHenry, 2001 Conn. super. LEXIS at 26. Rather than alleging facts, Liebel has simply stated legal standards. Her allegations assert that "their acts went beyond any possible bound of decency" (3rd. Am. Compl. Page 306).

Plaintiff has also utterly failed to allege that any acts on the part of the Weil Defendants were the proximate cause of any emotional distress she allegedly suffered. While proximate cause is a usually a question of fact not appropriately decided on a motion to

strike, Petronio v. Burich, 2002 WL 1011510 AT 3 (Conn. Super. Ct. April 23, 2002) Liebel has failed to allege even broad allegations that would satisfy the pleading requirements for causation.

Finally, Liebel fails to plead that the alleged emotional stress she sustained was severe. Connecticut law require a plaintiff to show that the distress is "sufficiently severe, genuine and extreme (such that) no reasonable person should be expected to endure it." Gilman v. Gilman, 46 Conn. Supp. 21, 23 (1999); see also Restatement (Second), Torts Section 46, comment (d) ("where the conduct has been so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community").

Liebel alleges that as a result of the defendants' conduct, she experienced severe depression and mental stress, loss of sleep, anxiety about "the enormity and overwhelming loss around her" and anxiety about having to bring the lawsuit instead of working to fulfill the goals of the Alliance foundation. (3rd.Am. Compl. Page 309). First, allegations of stress and loss of sleep are insufficient as a matter of law. See U.S.A. Oil Inc. v. Smith, 415 So.2d 1098, 1110 (Ala. Civ. App.1982) (Footnote 11: U.S.A. Oil was cited as persuasive authority in Petyan v. Ellis, 200 Conn. 243, 253 (1986.)) (plaintiff who complains conduct affected her sleep, cried a lot and went to doctor held not to have suffered severe distress) (Footnote 12: For instance, Liebel alleges that Defendants' actions rendered her "unable to secure appropriate litigation counsel." (3rd. Am. Compl. Page 308). Occurrences that are distressing and hurtful to the plaintiff do not necessarily constitute extreme and outrageous conduct under Connecticut law. See Appleton, 245 Conn. 205, 211 (2000). See also McHenry v. Lubell, 2001 Conn. Super. LEXIS 2177,26 (Conn. Super. Ct. Aug. 3, 2001) (defendant's conduct which is merely insulting, displays bad manners or results in hurt feelings is insufficient to form basis of action based on intentional infliction of emotional distress).

Because Liebel has failed to plead the necessary elements to state a cause of action for intentional infliction of emotional distress, defendants' motion to strike Count 28 should be granted.

CONCLUSION

For the aforementioned reasons, the Weil Defendants' Motion to Strike should be granted in its entirety.

DEFENDANTS
WEIL, GOTSHAL & MANAGES LLP,
MARK HOENIG AND DAVID STONE

By _____
/S/Michael K. Stanton, Jr.
HALLORAN & SAGNE LLP
315 Post Road West
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Juris No. 305775
Their Attorneys

APPENDIX D
"Motions to Stay" 8/29/02 (By the Alliance Entities)

Yvonne Liebel

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Ridgefield, Connecticut 06877
Cell: 310-435-0769

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Beverly Hills, California 90211
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Fax: 310-657-2731

August 29, 2002

Via Fax: (203) 236-8234 and First class U.S. Mail (cover plus 3 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8232
Complex Litigation Docket
400 Grand Street
Waterbury, CT 06702 (Att. Melanie/ Hon. Sheldon, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482
Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed please find for filing a Motion to Stay all legal proceedings in the above docketed cases until ruling is rendered by the Supreme Court of the United States on the pending Petition for Writ of Certiorari I filed on behalf of myself and the corporations on July 2, 2002.

Also, I'm mailing to you an original for each of the four docketed cases.

Thank you for your time and attention.

Very truly yours,

/S/Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.

CC: per Certification page

General Homes, Inc.
DTL-USA, Inc.
Alliance International Development, Inc.

Yvonne Liebel

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August 29, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 3 pages with cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: The Visiting Nurse Assoc. vs. The Alliance Foundation, Inc. No. SP02-10636
DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank No. CV 00 0338142 S
Rene Heinecke vs. Yvonne Liebel CV 98 333546 S

Dear Robin:

Faxed please find for filing a Motion to Stay all legal proceedings in the above docketed cases until ruling is rendered by the Supreme Court of the United States on the pending Petition for Writ of Certiorari I filed on behalf of myself and the corporations on

July 2, 2002. The dead line given to me by the Court to file an amended petition is September 16, 2002.

I'm mailing to you today an original for each of the three docketed cases.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.
DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification page

Docket Numbers: CV 00 0338142 S
SP02-10636

CV 98 0333546 S

YVONNE LIEBEL, ET AL.,	**: STATE OF CONNECTICUT**
VS.	**: DANBURY SUPERIOR COURT**
VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC., ET AL.	**: AUGUST 29, 2002**

MOTION TO STAY

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases and presents this Motion to Stay, and shows unto the Court as follows:

1. All the above-docketed cases are before this Honorable Court.

2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.

3. Ridgefield Bank, Visiting Nurse Association of Ridgefield, Inc., Rene Heinecke, and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as scheduling depositions, filing retaliatory lawsuits, filing unlawful evictions and foreclosures, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance.

4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately.

5. Yvonne Liebel, et al. filed a petition for writ of certiorari before the Supreme Court of the United States implicating said docketed cases. Ms. Liebel was given sixty days to make certain amendments to the petition.

6. The pending writ of certiorari and painstaking work involved before final drafting for presentation to the

Supreme Court of the United States prevents her from effectively prosecuting or defending said cases.

7. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate and Memorandum of Law in the above-docketed case CV 02 034 6367 with the other cases. Motion pending.

WHEREFORE, Yvonne Liebel, et al., prays the Court to Stay said cases until a ruling is made by the Supreme Court of the United States on the petition for writ of certiorari.

Respectfully submitted,

/S/_____
Yvonne Liebel

CERTIFICATE OF SERVICE

This is to certify that I have on the 29th day of August 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification page)

Docket Numbers: (X02) CV-01-0167482
(X02) CV-01-0167556
(X02) CV-01-0167457
(X02) CV-01-0167458

YVONNE LIEBEL, ET AL., : STATE OF CONNECTICUT

VS. : WATERBURY SUPERIOR COURT
: COMPLEX LITIGATION DOCKET

EUGENE GRANT, ET AL. : AUGUST 29, 2002

MOTION TO STAY

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases and presents this Motion to Stay, and shows unto the Court as follows:

1. All the above-docketed cases are before this Honorable Court.

2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.

3. Eugene Grant and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as filing retaliatory and frivolous lawsuits, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance.

4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately.

5. Yvonne Liebel, et al. filed a petition for writ of certiorari before the Supreme Court of the United States implicating said docketed cases. Ms. Liebel was given sixty days to make certain amendments to the petition.

6. The pending writ of certiorari and painstaking work involved before final drafting for presentation to the Supreme Court of the United States prevents her from effectively prosecuting or defending said cases.

7. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate the above-docketed cases with all related cases pending in the Danbury Superior Court. Motion pending.

WHEREFORE, Yvonne Liebel, et al., prays the Court to Stay said cases until a ruling is made by the Supreme Court of the United States on the petition for writ of certiorari.

Respectfully submitted,

/S/_____
Yvonne Liebel

CERTIFICATE OF SERVICE

This is to certify that I have on the 29th day of August 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record.

(See attached certification page):

APPENDIX E

Press Release, 9/7/02;
Press Conference, 9/10/02;Yvonne Liebel's Statement; and follow-up articles and letter to Attorney, J.L.Chestnut

PRESS RELEASE

Date: Saturday, September 7, 2002
Contact information: Chestnut and Sanders: Tel: 334-875-9264, Fax: 334-875-9375
Yvonne Liebel: Cell: 310-435-0769

Civil Rights attorney J.L.Chestnut Jr., well known for his frontline battles for civil rights along side Martin Luther King Jr., and a founder of Alabama's largest black law firm, agreed to represent several small Connecticut corporations before the United States Supreme Court, one of which is a public charity, The Alliance Foundation, Inc. The corporations were founded over a decade ago by their CEO Yvonne Liebel to foster peace through economic development in economically deprived areas of strife, beginning in the Middle East. The Foundation provides seed capital and hands on assistance to start up companies on the proposition that their growth would build bridges between people and nations. (See attached clippings)

Yvonne Liebel will hold a press conference on September 10, 2002 at 11:00AM on the steps of the Federal Courthouse in Montgomery, Alabama, to discuss her five year, lone legal battle in a corporate David and Goliath corruption case that led this Connecticut resident to Selma, Alabama to seek justice as she fights to save her civil rights and her corporations. Chestnut will also be present at the press conference.

Liebel is an Israeli-American who immigrated to the United States in 1971. She is a graduate of the Jerusalem Rubin Academy of Music and served in the Israeli armed forces in a paratrooper unit. After coming to the U.S. at the age of 21, she worked in the investment and banking fields. The Foundation was her calling, combining her vision, personal ideology, knowledge of business and philanthropy, and her unique background.

Liebel received pro bono legal assistance from Weil, Gotshal and Manges, LLP, and pro bono assistance from PricewaterhouseCoopers, LLP. She alleges that the giant international firms and others, headquartered in Manhattan and Ridgefield, Connecticut, conspired to take control of her Foundation and its assets and waged a vicious war against her, including an unlawful eviction and foreclosure on her home/office, for not relinquishing it to them. Later, principles of the law firm fraudulently and covertly established their own New York charitable organization, Bridge to Brotherhood, Inc. supplanting the Foundation's contributors, start-up companies and other assets. Once they succeeded, they dropped the non-profit as a client, causing its destruction and the personal and financial ruin of its founder. At the center of the conflict are two breakthrough IRS private letter tax rulings that took Liebel years to originate for her charity in her pursuit of raising institutional funds for its ambitious mission. The unprecedented rulings allowed the Foundation's contributors to receive stock in its pool of start-up companies while providing them with a charitable deduction for their contribution.

Liebel found it impossible to get the Connecticut courts to hear her and the corporations' claims. First, it took her two and a half years, to find an attorney willing to partially challenge her powerful opponents. Second, the Courts ignored her many pleas to intervene in appointing or obtaining an attorney due to the law firm's manipulation of her counsel. Third, the courts refused to let her represent her corporations because she is not an attorney although she understands Connecticut law and prepared all

pleadings. As a result, the Corporations' claims are being dismissed, not on the merit, but for lack of counsel. Further, the U.S. Supreme Court would not allow her to represent her corporations in their appeal of the Connecticut decisions, also because she is not an attorney (she can represent herself), thereby blocking any possibility of their appeal.

Her only other alternative was to secure an attorney admitted to practice before the U.S. Supreme Court. This led Liebel, desperately, to drive to Selma, Alabama, the heart of the civil rights movement. There she was directed to take the two-volume Petition for Writ of Certiorari she prepared to J.L Chestnut who will file his appearance on behalf of the corporations prior to the September 16, 2002 deadline. In winning this battle Chestnut would overturn the eviction of The Alliance Foundation, Inc. from their offices; and could set a wide-reaching precedence, allowing a corporation to be represented by its founder, who may not be an attorney, which is currently not allowed in most states including Connecticut and Alabama.

When Liebel arrived in Selma, she was shocked by its poverty considering its important history. She pledged to J.L. Chestnut, that if her Foundation, which was established specifically for the purpose of bringing peace and prosperity to underdeveloped areas, is successful in prosecuting its claims, she will make Selma, its savior, the organization's leading redevelopment project in the U.S.

YVONNE LIEBEL'S STATEMENT AT PRESS CONFERENCE MONTGOMERY ALABAMA, SEPTEMEBR 10, 2002

I CAME TO SELMA ALABAMA, THE HEART OF THE CIVIL RIGHTS MOVEMENT BECAUSE I HAD NOWHERE ELSE TO GO TO SAVE MY PUBLIC CHARITY, THE ALLIANCE FOUNDATION, INC.

I ESTABLISHED ALLIANCE 12 YEARS AGO TO BRING PEACE AND PROSPERITY TO POOR AREAS IN STRIFE.

BECAUSE OF MY BACKGROUND, ALLIANCE IS AN INSEPARABLE PART OF WHO I AM AND ITS MISSION IS MY SOUL.

BETWEEN 1990 AND 1996 I ORIGINATED TWO UNPRECEDENTED IRS PRIVATE LETTER TAX RULINGS THAT ALLOWED ALLIANCE TO RAISE SUBSTANTIAL INSTITUTIONAL CAPITAL FOR OUR MISSION.

WITHIN TWO WEEKS AFTER WE RECEIVED OUR SECOND IRS RULING, THE FRINCIPALS OF OUR PRO BONO GIANT LAW FIRM, WEIL GOTSHAL AND MANGES, LLP ESTABLISHED THEIR OWN CHARITY, BRIDGE TO BROTHERHOOD INC. TOGETHER WITH OUR PRO BONO ACCOUNTING FIRM, PRICEWATERHOUSECOOPERS IN MANHATTAN, THEY DROPPED US AS THEIR CLIENT. SOON AFTER THEY ESTABLISHED THEIR CHARITY, ALL OUR CONTRIBUTORS AND THE SMALL COMPANIES WE ASSISTED DISAPPEARED AND OUR ENTIRE INFRUSTRUCTURE COLAPSED.

IT WAS NEARLY IMPOSSIBLE TO BRING A LAWSUIT AGAINST THESE GIANT FIRMS AS THEY USED EVERY METHOD AVAILABLE TO THEM TO MANIPULATE MY ATTORNEYS.

WHEN I ASKED THE CONNECTICUT COURTS TO INTERVENE IN OBTAINING COUNSEL FOR US, I WAS TOLD THERE WAS NO SUCH MECHANISM IN THE CONNECTICUT JUDICIAL SYSTEM.

FURTHER, THE CONNECTICUT COURTS WILL NOT ALLOW ME TO REPRESENT ALLIANCE, ALTHOUGH BY NOW I UNDERSTAND CONNECTICUT LAW AND HAVE BEEN FILING ALL PLEADINGS IN THE CASE. THEY FORBID ME FROM REPRESENTING ALLIANCE BECAUSE I'M NOT AN ATTORNEY.

IN MOST STATES, INCLUDING CONNECTICUT AND ALABAMA, A CORPORATION MUST BE REPRESENTED BY COUNSEL.

AS A RESULT, THE ALLIANCE CLAIMS AGAINST THE DEFENDANTS ARE BEING DISMISSED, NOT ON MERIT, BUT FOR LACK OF COUNSEL, VIOLATING OUR CONSTITUTIONAL RIGHTS TO DUE PROCESS AND EQUAL RIGHTS UNDER THE LAW, TO FAIR REPRESENTATION AND TO FREEDOM OF SPEECH.

I PREPARED A TWO VOLUME PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES SUPREME COURT, ASKING THE COURT TO ALLOW ME TO REPRESENT ALLIANCE IN CONNECTICUT OR IT WILL LOSE ITS CLAIMS AGAINST THE DEFENDANTS.

THE CLERK OF THE COURT RETURNED THE 80 BOOKS, ORDERING ME TO REMOVE THE NAME OF ALLIANCE FROM THE COVER BECAUSE I'M NOT ADMITTED AS AN ATTORNEY BEFORE THE UNITED STATES SUPREME COURT. REMOVING THE NAME OF ALLIANCE FROM THE COVER WOULD AUTOMATICALLY CAUSE THE DISMISSAL OF ITS APPEAL AND THEREBY CAUSE THE DISMISSAL OF ITS CLAIMS IN CONNECTICUT.

IN COMPLETE AND UTTER DESPERATION, MY HEART LED ME TO SELMA ALABAMA, THE HEART OF THE CIVIL RIGHT MOVEMENT. IT WAS MY LAST CHANCE TO SAVE MY FOUNDATION AND ITS NOBEL MISSION. ONCE IN SELMA I WAS DIRECTED TO J.L. CHESTNUT.

ATTORNEY CHESTNUT HAS BEEN ADMITTED BEFORE THE UNITED STATES SUPREME COURT SINCE 1975 AND HE IS WILLING TO LEND HIS NAME TO THE COVER OF THE PETITION SO THE FOUNDATION WILL HAVE ITS DAY IN COURT.

SINCE I ARRIVED IN ALABAMA ABOUT A MONTH AGO I FELL IN LOVE WITH THE KINDNESS, POLITENESS AND THE GENEROSITY OF SPIRIT OF ITS PEOPLE. I HAD A CHANCE TO EAT HOME MADE GRITS AND ATTEND BAPTIST CHURCH SUNDAY SERVICE; A HIGHWAY PATROLMAN ISSUED ME A WARNING INSTEAD OF A TICKET; SOMEONE SHOWED UP FROM NOWHERE TO GIVE ME 50C FOR A NEWSPAPER WHEN HE SAW ME WALKING

AWAY FOR NOT HAVING THE CHANGE... AND... EVERYONE SAYS MAAM; WELL, THIS IS THE GOOD PART.

THE SAD PART IS THAT WHEN I ARRIVED IN SELMA ON A SATURDAY, I WAS STUNNED BY ITS POVERTY. I COULDN'T UNDERSTAND HOW A PLACE WITH SUCH IMPORTANCE IN AMERICA'S HISTORY COULD ECONOMICALLY BE SO DEPRIVED. IT SEEMED TO ME AS THOUGH THE TOWN WAS FROZEN IN TIME SINCE 1965. THEN I ASKED MYSELF, WHAT GOOD ARE THEIR CIVIL RIGHTS WHEN PEOPLE ARE SUBJECTED TO SUCH POVERTY AND APATHY THAT THEY LOSE THE WILL TO EXERCISE THOSE RIGHTS? I WAS LATER TOLD OF THE HIGH JOBLESS RATE, ABOUT ALABAMA'S OVERCROWEDED JAILS, AND ABOUT OPEN SEWERS IN SCHOOLYARDS WHEN IT RAINS.

ALLIANCE IS THE PERFECT SOLUTION.

IF ITS POWER WAS RESTORED IT COULD GENERATE FOR ALABAMA NEW COMPANIES, BETTER TRAINING FOR EXSISTING AND NEW JOBS, PROSPERITY THAT WOULD ELIMINATE OVERCRODED JAILS, BECAUSE WE ALL KNOW THAT POVERTY BREEDS CRIME AND WAR. IF WE CREATED THE ALLIANCE FOR ALABAMA, WE COULD CREATE AN ECONOMIC MIRACLE.

I NOW TRULY BELIEVE THAT I WAS SENT HERE FOR A PURPOSE: TO SAVE THE ALLIANCE FOUNDATION FOR ALABAMA, FOR ALABAMA'S BLACK BELT.

THE PEOPLE THAT CONSPIRED TO STEAL ALLIANCE ADVERTIZE THEIR NEW CHARITY ON THE INTERNET TO DRUM UP MORE BUSINESS FOR THEIR LAWFIRM. THEY ALSO DEVELOP PROJECTS THAT FURTHER ENRICH THEIR SOCIAL AND FINANCIAL STATUS, WHEN THERE ARE AT LEAST 40 MILLION PEOPLE IN THIS NATION THAT LIVE UNDER THE POVERTY LEVEL.

NewsFlash
Regional News

"Selma civil rights lawyer lends hand in Connecticut woman's case"

The Associated Press

By DAVE BRYAN
9/10/02 6:40 PM

MONTGOMERY, Ala. (AP)- An Israeli-American woman who sued a prominent new York City law firm and the PricewaterhouseCoopers accounting firm, claiming they stole the assets and business idea of her charitable foundation, has enlisted the help of Selma civil rights attorney.

J.L. Chestnut Jr. said at a news conference Tuesday he has signed on in the battle former Israeli paratrooper Yvonne Liebel is waging to save her Connecticut nonprofit economic development agency, The Alliance Foundation, Inc.

"In more than 40 years as an attorney, this is probably the most unusual case I have encountered," Chestnut said. "It has implications worldwide and in this state."

Chestnut said the New York City-based law firm of Weil Gotshal and Manges LLP, PriceWaterhouse and others conspired to take control of Liebel's foundation and its assets.

Several messages left with Stephen Danhauser, the law firm's managing partner and the firm's spokesman, Peter Columbus, went unreturned. So did messages left with PriceWaterhouse spokesman David Nestor.

Liebel's foundation seeks to foster peace through agreements set up between government agencies and small entrepreneurial companies that do economic development work. Alliance served as an umbrella organization to a host of startup companies that do the economic development work in poor or war-torn areas such as Israel and Portugal.

Liebel, who is founder and president of the foundation, immigrated to the United States in 1971 at age 21 after studying in Israel and serving as a paratrooper in the Israeli army. Upon arrival in the United States, she worked in the banking industry.

Liebel alleges the move to usurp her foundation took place at a time when Weil, Gotshal and Manges and Pricewaterhouse worked for Alliance pro bono, or without charging a fee.

Liebel said the law firm formed its own charitable organization in New York, called Bridge to Brotherhood Inc., using the Alliance business plan and then used its influence to steal Alliance's contributors.

Alliance's business plan centered around an IRS ruling that Liebel said she worked for two years to get approved. It allows contributors to not only write off their contributions for tax purposes but also to obtain stock in the small, for-profit companies working under the Alliance umbrella.

Liebel's petition to the U.S. Supreme Court alleges Weil, Gotshal and Manges pressured attorneys not to represent her after she hired them.

The legal wrangling has resulted in a drying up of contributions and the foundation's eviction from its offices in Ridgefield, Conn., she said at the news conference Tuesday. She said it also left her in personal debt.
"She is fighting one of the biggest law firms in the world," Chestnut said.

Liebel sued Weil, Gotshal and Manges and PricewaterHouse in Superior Court in Danbury, Conn., in 2000. The Connecticut courts ruled that Liebel can represent herself but not the companies within the Alliance network because she is not an attorney.

Liebel said the clerk of the U.S. Supreme Court also told her she would need an attorney to request an appeal. That's where Chestnut came in.

"I had nowhere else to go," said Liebel, who did not know Chestnut before traveling to Selma to request his help.

Chestnut said he has lent his name to the petition to the U.S. Supreme Court and is hopeful. But if that doesn't work, he said, they will return to the courts in Connecticut and also file a complaint against Weil, Gotshal and Manges with the New York bar association.

Chestnut, a prominent black lawyer who is part of a legal team that has filed a national class-action lawsuit seeking slave reparations, said Liebel has promised to use her foundation to set up agreements in poor, mostly black counties of Alabama if she is once again able to raise investment capital.

"Yvonne's plan is all about economic development of underdevelopment areas," he said.

The Selma Times-Journal

September 15, 2002

Woman brings Supreme Court case to 'heart of civil rights movement'

By Dale James/Selma Times-Journal

George "Cap" Swift is accustomed to fielding unusual questions from the people who stoop by Selma's Visitor Information Center.

Most want to know where the voting rights Museum is located. Or Brown Chapel AME Church. And, of course, everybody wants to know about the bridge.

But even he doesn't get many requests for legal advice on cases pending before the U.S. Supreme Court.

Still, it's pretty hard to stump Cap.

So when Yvonne Liebel spilled her story of having driven here from her home in Connecticut because "this is the heart of the civil rights movement" and she didn't know where else to turn, the imperturbable Cap had an answer for that, too.

"You need to see J.L. Chestnut," he told her.

The story of how Liebel, a former Israeli paratrooper, came to find herself in J.L. Chestnut's law office is as fantastic as it is improbable. It revolves around the intricacies of investment banking, two of the world's largest legal and accounting firms, the IRS, and an idea that

could have significant economic implications for the entire Black Belt.

Even Liebel, who is not given to exaggeration, suggests, "it's unbelievable. I really think it's an act of God."

Liebel is the founder of The Alliance Foundation, Inc., a philanthropic organization that provides capital and hands-on technical and marketing expertise to start-up companies in underdeveloped areas of the world.

The company has provided seed capital for a number of companies in Israel and Portugal.

"The idea," she explains, "is to foster economic development in areas that are experiencing strife, war or deprived economic conditions. Investors ordinarily don't like to put money into those areas. That's just not the way the investment world works.

"But philanthropists do."

Liebel grew up in Israel and has experienced first-hand the insecurity and despair that come from living under the constant threat of war. "I'm a child of a country of war," Liebel says, "and I've seen what a war can do to people. Even if it doesn't kill you physically, it can kill your spirit.

"It is an exhausting thing to live in this kind of environment. The pain, the tension, the subtle anxiety are exhausting."

As are all Israelis, Liebel was required to spend two years serving in the Israeli defense force. Women are not assigned to combat duty, but serve in support capacities. Liebel was assigned to a paratrooper unit where, she recalls, " I packed a lot of parachutes."

At 21, Liebel left Israel to come to the United States. She studied business and finance at the University of California at Los Angeles and eventually become a senior investment officer at American Savings & Loan association, managing a portfolio of more than $100 million.

She saw how difficult it was for young companies to secure start-up capital, even in the most highly developed industrial nation in the world. And she realized how much more difficult it must be for companies in a country facing the economic uncertainties of her native Israel.

"If investors consider a U.S. company a risk, you can imagine what they would think of a company sitting in Israel," she says.

That's when Liebel conceived the idea that was to become The Alliance Foundation.

Over a period of eight years, working with pro bono legal assistance from Weil, Gotshal and Manges, LLP, one of the largest law firms in the world, and the giant accounting firm of PriceWaterhouseCoopers, Liebel secured two breakthrough IRS private letter tax rulings.

The rulings, in essence, confer IRS approval for a new kind of charitable tax deduction. Donors contribute money to the Alliance Foundation, a non-profit organization, and receive an immediate tax deduction. The foundation then takes the money and invests it in profit-making ventures in underdeveloped areas-the sort of areas, Liebel knew from her own investment and banking experience, that rarely see much investment capital.

("You couldn't do it in Manhattan," Chestnut adds by way of explanation, "but you could do it in Harlem.")

In addition to their initial deduction, donors also receive shares in the profit-making ventures. If the foundation is successful in helping the new company become profitable, donors can then realize a further return on their initial contribution from the sale of their shares in the new company.

The foundation already has succeeded in "growing" a number of companies in Israel and Portugal. Liebel is now looking to focus the foundation's efforts on starting new companies in economically struggling areas of the United States – where, she points out, some 40 million people currently live below the poverty level.

" Everybody wins with these sorts of companies," Liebel says. 'The government collects capital gains taxes, individual investors receive substantial tax write offs, and these small companies provide employment in areas that are in desperate need of economic development."

Chestnut is equally enthusiastic about the foundation's economic possibilities. "It's moving like wild fire," he says.

The foundation held such promise, in fact, that Liebel now claims Weil, Gotshal and Manges and Priceaterhouse co-opted her idea for their own benefit.

Explains Chestnut, "It's her allegation that these two firms took her plan, re-named it and are now operating it under their own auspices."

Liebel further contends that the two firms conspired to supplant the foundation's contributors, start-up companies and other assets and even had her evicted from the foundation's offices.

"Because of their power and influence," Chestnut says, "she has been unable to raise a dime in new capital."

She also has been unable to find an attorney willing to pursue the case against her powerful former partners- until now. Frustrated with her inability to secure counsel after two and a half years, Liebel took up the case herself. And, although she is not a lawyer, she has propelled the case all the way to the Supreme Court.

"You should see the briefs she has written," Chestnut says admiringly. "They're better than many lawyers can do."

But because Liebel is not a lawyer, the court has ruled that, while she may represent herself, she cannot represent the foundation she founded.

"When the court denies you the right to represent your own corporation, they are denying your civil rights," she argues. "A corporation is not just a mechanical thing. It's an extension of your dreams, your aspirations, of who you are.

" I came to Selma because I wanted to protect my civil rights – and the foundation's rights – being violated. In desperation I sat down and thought, where is the heart of the civil rights movement? My mind and my heart went back to the days of the Martin Luther King and the Montgomery bus boycott and the voting rights march. So, I came here.

"I had no idea what I was going to find."

What she needed is a lawyer who was admitted to practice before the Supreme Court and one who was willing to take on a law firm with virtually limitless legal resources. In J. L. Chestnut, she found both.

Whether Liebel's chance meeting with Cap Swift and Chestnut is viewed as coincidence or divine guidance – Liebel prefers the latter- it has breathed new life into her claims against her former partners.

Still, Chestnut admits it's a long shot. The Supreme Court receives more than 7,000 cases for review each year. Only those with substantial constitutional impact are even considered.

And, too, Chestnut realizes he faces a David-and-Goliath struggle in taking on one of the world's largest and most powerful law firms.

"Dealing with this kind of power in the legal system," he says, "means you will spend at least five to seven years in litigation. I know. The bigger they are the harder they fall, but you have got to be able to last to see that."

So, in addition to pursuing the case in the Supreme Court, Chestnut says his strategy includes filing a formal complaint with the New York Bar Association, where both PricewaterhouseCoopers and the law firm have offices.

He hopes to bring enough pressure and public scrutiny to bear on the case that the firms will feel compelled to make concessions.

"The bar association is in the business of disciplining lawyers who violate the confidence of their clients or who otherwise treat them wrong, " Chestnut explains. "Most of the young lawyers on these bar associations don't have a whole lot of love for these hotshot lawyers out there making half a million dollars a year, anyway. And with all the fallout from the Enron mess, I don't think anybody's in love with Pricewaterhouse, either."

Liebel may have found the solution to her legal dilemma when she came to Selma. But she found something else as well.

"When I drove here I was totally shocked by the poverty I saw," she says. "I am stunned, actually, by what I see when I come to Selma and by the fact that more development hasn't come to this area. After all, this area has contributed so much to making America the

country that it is today. But it looks as though America has turned her back on this area."

It was to combat just such economic blight, Liebel says, that she developed the idea of The Alliance Foundation.

"I saw such apathy on the faces of so many people here," she says. "But when you live with economic uncertainty day after day, it saps your spirit."

Liebel contends that the strain of living in economic deprivation on a daily basis is not unlike that of living with the constant threat of war, as the people of the Middle East do. That strain, she adds, often drives extreme behavior.

"When you can't feed your family, and you see no hope for a better future," she says, "it then becomes much easier to strap on explosives and become a suicide bomber."

When Chestnut agreed to take the case, he exacted a pledge from Liebel. If her foundation is successful in prosecuting its claims, she will make Selma the organization's leading redevelopment project in the United States.

"I didn't come here to help Selma," Liebel says. "I came here to help myself and my corporation. But when I did come, I found this whole area screaming for help. That is where faith gets in the mix. I want to help the Black Belt help itself.

"I think this is a match made in heaven."

Montgomery Advertiser

WEDNESDAY
SEPT. 11, 2002

Selma lawyer lends hand in Connecticut woman's case

By Dave Bryan
The Associated Press

An Israeli-American woman who sued a prominent new York City law firm and the PricewaterhouseCoopers accounting firm, claiming they stole the assets and business idea of her charitable foundation, has enlisted the help of Selma civil rights attorney.

J.L. Chestnut Jr. said at a news conference Tuesday he has signed on in the battle former Israeli paratrooper Yvonne Liebel is waging to save her Connecticut nonprofit economic development agency, The Alliance Foundation, Inc.

"In more than 40 years as an attorney, this is probably the most unusual case I have encountered," Chestnut said. "It has implications worldwide and in this state."

Chestnut said the New York City-based law firm of Weil Gotshal and Manges LLP, PriceWaterhouse and others conspired to take control of Liebel's foundation and its assets.

Several messages left with Stephen Danhauser, the law firm's managing partner and the firm's spokesman, Peter Columbus, went unreturned. So did messages left with PriceWaterhouse spokesman David Nestor.

Liebel's foundation seeks to foster peace through agreements set up between government agencies and small entrepreneurial companies that do economic development work. Alliance served as an umbrella organization to a host of startup companies that do the economic development work in poor or war-torn areas such as Israel and Portugal.

Liebel, who is founder and president of the foundation, immigrated to the United States in 1971 at age 21 after studying in Israel and serving as a paratrooper in the Israeli army. Upon arrival in the United States, she worked in the banking industry.

Liebel alleges the move to usurp her foundation took place at a time when Weil, Gotshal and Manges and Pricewaterhouse worked for Alliance pro bono, or without charging a fee.

Liebel said the law firm formed its own charitable organization in New York, called Bridge to Brotherhood Inc., using the Alliance business plan and then used its influence to steal Alliance's contributors.

Alliance's business plan centered around an IRS ruling that Liebel said she worked for two years to get approved. It allows contributors to not only write off their contributions for tax purposes but also to obtain stock in the small, for-profit companies working under the Alliance umbrella.

APPENDIX F

"Motions to stay" (By the Alliance Entities), 9/24/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

September 24, 2002

Via Fax: (203) 236-8234 (cover plus 3 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8232
Complex Litigation Docket, 400 Grand Street
Waterbury, CT 06702 (Att. Melanie/ Hon. Sheldon, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482
Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed please find for filing a Motion to Stay all legal proceedings in the above docketed cases until ruling is rendered by the Supreme Court of the United States on the pending amended Petition for Writ of Certiorari filed on behalf of myself and the corporations on September 14, 2002.

Thank you for your time and attention.

Very truly yours,

/S/
Yvonne Liebel, pro se,

Shareholder, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.
DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification page

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

September 24, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 5 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: The Visiting Nurse Assoc. vs. The Alliance Foundation, Inc. No. SP02-10636
DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank No. CV 00 0338142 S
Rene Heinecke vs. Yvonne Liebel CV 98 333546 S
Washington Mutual Bank, F.A vs. Yvonne Liebel, Et al. No. CV-02-0346367

Dear Robin:

Faxed please find for filing a Motion to Stay all legal proceedings in the above docketed cases until ruling is rendered by

the Supreme Court of the United States on the pending amended Petition for Writ of Certiorari filed on behalf of myself and the corporations on September 14, 2002.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.
DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification page

Docket Numbers: CV 00 0338142 S
SP02-10636
CV 98 0333546 S
CV 02 0346367 S

YVONNE LIEBEL, ET AL.,	**: STATE OF CONNECTICUT**
VS.	**: DANBURY SUPERIOR COURT**
VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC., ET AL.	**: SEPTEMBER 24, 2002**

MOTION TO STAY

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases and presents this Motion to Stay, and shows unto the Court as follows:

1. All the above-docketed cases are before this Honorable Court.

2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.

3. Ridgefield Bank, Visiting Nurse Association of Ridgefield, Inc., Rene Heinecke, Washington Mutual Bank, F.A. and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as scheduling depositions, filing retaliatory and frivolous lawsuits, filing unlawful evictions and foreclosures, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance.

4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately.

5. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate and Memorandum of Law in the above-docketed case CV 02 034 6367 with the other cases. Motion pending.

6. On August 29, 2002, Yvonne Liebel filed a Motion to Stay in all above docketed cases except in case CV 02 034 6367 S, awaiting the Court ruling on Motion to Consolidate, due to her pending amended petition for writ of certiorari.

7. On September 14, 2002,Yvonne Liebel, et al. filed an amended petition for writ of certiorari before the Supreme Court of the United States implicating all above docketed cases. Copies were served on opposing counsel and pro se parties, and courtesy copies were mailed to all Courts.

8. On September 12, 2002 the Court scheduled on its short calendar for September 16, 2002, a hearing on the Plaintiff's Motion for Default for Failure to Disc. Def. in case CV 02 034 6367. The Court mailed the schedule to Yvonne Liebel at the wrong suite number. Yvonne Liebel received the schedule on September 17, 2002. Further, the Plaintiff filed Request for Judgment and Possession of Yvonne Liebel's property.

WHEREFORE, Yvonne Liebel, et al., prays the Court to Stay said cases until a ruling is made by the Supreme Court of the United States on the petition for writ of certiorari.

Respectfully submitted,

/S/_____
Yvonne Liebel

CERTIFICATE OF SERVICE

This is to certify that I have on the 24th day of September 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification page)

Docket Numbers: (X02) CV-01-0167482
(X02) CV-01-0167556
(X02) CV-01-0167457
(X02) CV-01-0167458

YVONNE LIEBEL, ET AL., : STATE OF CONNECTICUT

VS. : WATERBURY SUPERIOR COURT
: COMPLEX LITIGATION DOCKET
EUGENE GRANT, ET AL. : SEPTEMBER 24, 2002

MOTION TO STAY

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases and presents this Motion to Stay, and shows unto the Court as follows:

1. All the above-docketed cases are before this Honorable Court.

2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.

3. Eugene Grant and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as filing retaliatory and frivolous lawsuits, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance.

4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately.

5. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate the above-docketed cases with all related cases pending in the Danbury Superior Court. Motion pending.

6. On August 29, 2002, Yvonne Liebel filed a Motion to Stay all above-docketed cases due to her pending amended petition for writ of certiorari.

7. Subsequent to August 29, the Court ordered Yvonne Liebel to file a response to opposing counsel's Motion to Strike by September 24, 2002.

8. On September 14, 2002,Yvonne Liebel, et al. filed an amended petition for writ of certiorari before the Supreme Court of the United States implicating all above docketed cases. Copies were served on opposing counsel and pro se parties, and courtesy copies were mailed to all Courts.

WHEREFORE, Yvonne Liebel, et al., prays the Court to Stay said cases until a ruling is made by the Supreme Court of the United States on the petition for writ of certiorari.

Respectfully submitted,

/S/_____
Yvonne Liebel

CERTIFICATE OF SERVICE

This is to certify that I have on the 24th day of September 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record (See attached certification page):

APPENDIX G

"Motions for Continuance"(By the Alliance Entities), 9/26/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

September 26, 2002

Via Fax: (203) 236-8234 (cover plus 6 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8234
Complex Litigation Docket, 400 Grand Street
Waterbury, CT 06702 (Att. Melanie/ Hon. Sheldon, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482
Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed please find for filing a Motion for Continuance for the hearing scheduled for September 30, 2002 on the Motions to Strike filed by the Defendants' Eugene Grant and Weil, Gotshal and Manges, LLP et al. in the above docketed cases for the reasons stated in the attached Motion for Continuance and until ruling is rendered by the Supreme Court of the United States on the pending Writ of Certiorari, case No. 02-431, filed by the undersigned and her corporations. Continued denial of the undersigned pleas and failure to grant this Motion shall cause the undersigned and her corporations to commence legal action against the State of Connecticut; Hon. Judge Shuman; Hon. Judge Sheldon; Hon. Judge Tierney (present and former Judges of the Complex Litigation Docket); and Administrative Judge, Hon. Judge Langenbach.

Thank you for your time and attention.

Very truly yours,

/S/
Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.; DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification page

Docket Numbers: (X02) CV-01-0167482
(X02) CV-01-0167556
(X02) CV-01-0167457
(X02) CV-01-0167458

THE ALLIANCE FOUNDATION, INC.	: STATE OF CONNECTICUT
YVONNE LIEBEL; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; GENERAL HOMES, INC.	:
	: WATERBURY SUPERIOR COURT
	:COMPLEX LITIGATION DOCKET
VS.	:
	:
EUGENE GRANT; ROBERT NAGRO; RICHARD SOLOMON; WEIL, GOTSHAL AND MANGES, LLP; MARK HOENIG; DAVID STONE; RIDGEFIELD BANK; REYNOLDS AND ROWELLA LLP; BRIDGE TO BROTHERHOOD, INC.; IRA MILSTEIN; MARVIN JACOB; PRICEWATERHOUSECOOPERS LLP/ /KESSELMAN AND KESSELMAN LLP.	:
	: SEPTEMBER 26, 2002

MOTION FOR CONTINUANCE

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases and presents this Motion for Continuance, and shows unto the Court as follows:

1. All the above-docketed cases are before this Honorable Court.

2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or

occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.

3. Eugene Grant and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as filing retaliatory and frivolous lawsuits, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance while a Petition of Writ of Certiorari was pending before the Supreme Court of the United States.

4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately and the Petition for Writ of Certiorari before the U.S. Supreme Court.

5. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate the above-docketed cases with all related cases pending in the Danbury Superior Court. Motion is pending.

6. On August 29, 2002, Yvonne Liebel filed a Motion to Stay all above-docketed cases due to the pending Petition for Writ of Certiorari.

7. On September 14, 2002,Yvonne Liebel, et al. filed an amended Petition for Writ of Certiorari before the Supreme Court of the United States implicating all above docketed cases. Copies were served on opposing counsel and pro se parties, and courtesy copies were mailed to all Courts.

8. By September 22, 2002, Yvonne Liebel did not hear from the Court on her Motion to Stay filed on August 29, 2002.

9. On September 24, 2002 at 1:10 A.M Yvonne Liebel filed a second Motion to Stay.

10. On September 24, 2002 at 11:00 A.M. Central Time, Yvonne Liebel received a call on her cell phone while in Montgomery, Alabama, from Court Officer Melanie Dillon who:

    a. Apologized to Yvonne Liebel for not receiving the computer generated Notice denying her Motion to Stay, as it was sent to 54 Danbury Road, Ridgefield, CT 06877 (wrong address), blaming the judicial system computerized network for the error, taking no personal or Court responsibility for the error. To date, all communications including computerized notices sent from the Waterbury Complex Litigation Dockets were mailed and/or faxed to both addresses listed on Yvonne Liebel's appearance form non of which list the Danbury Road address.

    b. Informed Yvonne Liebel that on September 3, 2002, Hon. Sheldon J. was transferred to Hartford Superior Court and Hon. Shuman J. took his place, on order of the Administrative Judge, Hon. Langenbach, J. in Hartford, Connecticut (this is the second transfer of judges in said cases within the Complex Litigation Docket. In September 2001, Hon. Tierney, J. was transferred from the Stamford Complex litigation Docket to the Stamford Superior Court and the cases were transferred to the Waterbury Complex Litigation Docket).

    c. Informed Yvonne Liebel that on September 3, 2002, Hon. Shuman, J. denied the Motion to Stay without a Memorandum of Decision.

d. Informed Yvonne Liebel that on Friday, September 27, Hon. Shuman, J. plans to rule on her second Motion to Stay.

e. Informed Yvonne Liebel that on September 30, 2002, the Court shall hear the Defendants' Motions to Strike.

f. Ordered Yvonne Liebel to file a response to Defendant Eugene Grant's Motion to Strike dated July 16, 2002 scheduled for September 24, 2002, and a response to Defendants' Weil, Gotshal and Manges, LLP et al. Motion to Strike dated August 15, 2002 for the September 30, 2002 hearing and to appear at the hearing. Each Motion to Strike and Memorandum of Law is approx. 30 Pages.

11. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending before the Supreme Court of the United States. The Court's decision dated June 27, 2002 to non-suit the corporate Plaintiffs due to: not having zealous counsel to represent their claims; nor to allow the Plaintiff, Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Holding a hearing on Motions to Strike prepared by a cadre of New York/Connecticut attorneys without proper notice and without counsel for the corporations, while the issue of representation in said cases is pending before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights

of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results.

12. For the past sixty days and presently, Yvonne Liebel is in the State of Alabama following up on matters before the U.S. Supreme Court.

WHEREFORE, Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development, Corp.; DTL-USA, Inc.; and General homes, Inc. pray the Court to grant them their Motion for Continuance in said cases until a ruling is rendered by the Supreme Court of the United States on the Petition for Writ of Certiorari, or 60 days from this date, whichever is later, in order to properly prepare to respond to the Defendants' Motions to Strike.

Respectfully submitted,

/S/_____
Yvonne Liebel, et al.

CERTIFICATE OF SERVICE

This is to certify that I have on the 26th day of September 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record

(See attached certification page):

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

September 26, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 6 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: The Visiting Nurse Assoc. vs. The Alliance Foundation, Inc. No. SP02-10636
DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank No. CV 00 0338142 S
Rene Heinecke vs. Yvonne Liebel CV 98 333546 S
Washington Mutual Bank, F.A vs. Yvonne Liebel, Et al. No. CV-02-0346367

Dear Robin:

Faxed please find for filing a Motion for Continuance on all legal proceedings in the above-docketed cases for reasons stated in the attached Motion, and the Petition for Writ of Certiorari, case No. 02-431, pending before the Supreme Court of the United States. One of the central Questions raised in the Petition is the right of the undersigned to represent her corporations, effecting the Alliance Foundation, Inc.; DTL-USA, Inc.; and General Homes, Inc. parties in said cases. Continued denial of the undersigned pleas and failure to grant this Motion shall cause the undersigned and her corporations to commence legal action against the State of Connecticut; the

individual Judge or Judges who render further decisions in said cases; and Administrative Judge, Hon. Judge Langenbach.

Thank you for your time and attention.

Very truly yours,

/S/
Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.; Alliance Capital, Inc.; General Homes, Inc.; DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification page

Docket Numbers: CV 00 0338142 S
SP02-10636

CV 98 0333546 S
CV 02 0346367 S

YVONNE LIEBEL; GENERAL HOMES, INC.; DTL-USA, INC.; THE ALLIANCE FOUNDATION, INC.	:	**STATE OF CONNECTICUT**
	:	**DANBURY SUPERIOR COURT**
VS.	:	
VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC., ET AL.	:	**SEPTEMBER 26, 2002**

MOTION FOR CONTINUANCE

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed cases and presents this Motion for Continuance, and shows unto the Court as follows:

1. All the above-docketed cases are before this Honorable Court.
2. The above-docketed cases are clearly related as they arise out of the same or similar events, circumstances and/or occurrences. Yvonne Liebel and her corporations are implicated in all these cases and she either prosecutes or defends on behalf of herself and/or her corporations.

3. Ridgefield Bank, Visiting Nurse Association of Ridgefield, Inc., Rene Heinecke, Washington Mutual Bank, F.A. and others on the opposing side of Yvonne Liebel and her corporations, have resorted to abusive and dilatory tactics such as scheduling depositions, filing retaliatory and frivolous lawsuits, filing unlawful evictions and foreclosures, numerous pleadings and motions to the Court to bury her in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance.

4. By inundating the Court with such pleadings and motions, the opposition has made it nearly impossible for Yvonne Liebel to prosecute and defend said actions separately and the Petition for Writ of Certiorari.

5. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate and Memorandum of Law in the above-docketed case CV 02 034 6367 with the other cases. Motion pending.

6. On August 29, 2002, Yvonne Liebel filed a Motion to Stay in all above docketed cases except in case CV 02 034 6367 S, awaiting the Court ruling on Motion to Consolidate, due to her pending amended Petition for Writ of Certiorari.

7. On September 14, 2002,Yvonne Liebel, et al. filed an amended Petition for Writ of Certiorari before the Supreme Court of the United States implicating all above docketed cases. Copies were served on opposing counsel and pro se parties, and courtesy copies were mailed to all Courts.
8. On September 12, 2002 the Court scheduled on its short calendar for September 16, 2002, a hearing on the Plaintiff's Motion for Default for Failure to Disc. Def. in case CV 02 034 6367. The Court mailed the schedule to Yvonne Liebel at the wrong suite number. Yvonne Liebel received the schedule on September 17, 2002. Further, the Plaintiff filed Request for Judgment and Possession of Yvonne Liebel's property, also concerning General Homes, Inc.'s position in the Foreclosure action.

9. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending before the Supreme Court of the United States. The Waterbury Complex Litigation Docket's decision in related cases to non-suit Yvonne Liebel's corporations due to: not having zealous counsel to represent their claims; nor to allow Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Decisions rendered in this Court, effecting said cases, are also pending before the U.S. Supreme Court. Holding any Court hearings or rendering any Court decisions on significant matters such as

foreclosure, eviction, and other actions, prepared by a cadre of New York/Connecticut attorneys, without proper notice and without counsel for the corporations, while the issue is before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results.

10. For the past sixty days and presently, Yvonne Liebel is in the State of Alabama following up on matters before the U.S. Supreme Court.

WHEREFORE, Yvonne Liebel; The Alliance Foundation, Inc.; DTL-USA, Inc.; and General homes, Inc. pray the Court to grant them their Motion for Continuance in said cases until a ruling is rendered by the Supreme Court of the United States on the Petition for Writ of Certiorari, or 60 days from this date, whichever is later, in order to properly prepare to respond to any and all opposing counsel's pleadings

Respectfully submitted,

/S/_____
Yvonne Liebel

CERTIFICATE OF SERVICE

This is to certify that I have on the 26th day of September 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification page)

APPENDIX H

"Motion for Leave to Amend Third Amended Complaint and Plaintiffs' Response to Defendants' Motions to Strike Dated July 16 and August 15, 2002" (By the Alliance Entities) 9/29/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

September 29, 2002

Via Fax: (203) 236-8234 (cover plus 19 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8234
Complex Litigation Docket, 400 Grand Street
Waterbury, CT 06702 (Attn. Melanie/ Hon. Sheldon, J./ Shuman, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482
Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed please find a Motion for Leave to Amend Third Amended Complaint and an attempted Response to the Defendants' Motions to Strike for the Hearing scheduled for September 30, 2002. The Motion shall be included in a new Supplement to the Petition for Writ of Certiorari, case No. 02-431, amending the Petition in accordance with the Motion. Further, decisions rendered by the Court subsequent to the filing of the original Petition on July 2, 2002, shall be also included in the Supplement.

Thank you for your time and attention.

Very truly yours,

Yvonne Liebel, pro se,
Shareholder, Officer, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.; DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification Page

Docket Numbers: (X02) CV-01-0167482

THE ALLIANCE FOUNDATION, INC. YVONNE LIEBEL; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; GENERAL HOMES, INC.	:	**STATE OF CONNECTICUT**
	:	**WATERBURY SUPERIOR COURT**
	:	**COMPLEX LITIGATION DOCKET**
VS.	:	
	:	
EUGENE GRANT; ROBERT NAGRO; RICHARD SOLOMON; WEIL, GOTSHAL AND MANGES, LLP; MARK HOENIG; DAVID STONE; RIDGEFIELD	:	

BANK; REYNOLDS AND ROWELLA :
LLP; BRIDGE TO BROTHERHOOD, :
INC.; IRA MILSTEIN; MARVIN JACOB; :
PRICEWATERHOUSECOOPERS LLP/ :
/KESSELMAN AND KESSELMAN LLP. : SEPTEMBER 29, 2002

MOTION FOR LEAVE TO AMEND THIRD AMENDED COMPLAINT AND PLAINTIFFS' RESPONSE TO THE DEFENDANTS' MOTIONS TO STRIKE DATED JULY 16 AND AUGUST 15, 2002

The Plaintiffs, YVONNE LIEBEL; THE ALLIANCE FOUNDATION, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; AND GENERAL HOMES, INC. in the above-docketed case

ORAL ARGUMENT REQUESTED
TESTIMONY REQUIRED

present before this Honorable Court this Motion for Leave to Amend their Third Amended Complaint and their Response to Motions to Strike filed by the Defendants, Eugene M. Grant et al. on July 16, 2002, and the Defendants, Weil, Gotshal and Manges, LLP et al, dated August 15, 2002. In lieu of a Memorandum of Law, the Plaintiffs incorporate by reference herein their Three-Volume Petition for Writ of Certiorari filed with the Supreme Court of the United States on September 14, 2002 and certain other Exhibits. Said Petition incorporates in Vol. II of Petition, the first Petition for Writ of Certiorari filed by the Plaintiffs in July 2001, which is applicable to this case. Said Volumes I, II and III and certain other Exhibits are made a part of this Motion and Response. The Plaintiffs now show unto the Court as follows:

1. The above-docketed case is before this Honorable Court.

2. Yvonne Liebel and her corporations are directly and/or indirectly implicated in all Counts in said Third Amended Complaint filed in the Danbury Superior Court on October 24, 2000 on the Order of Hon. Adams, J.

3. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate the above-docketed matter with all related cases pending in the Danbury Superior Court. Motion pending.

4. On August 29, 2002, Yvonne Liebel filed a Motion to Stay all proceedings in the above-docketed matter until a ruling is made by the Supreme Court of the United States on a pending Petition for Writ of Certiorari that involve issues that could significantly alter this Court's adjudication results, e.g.:

   a. A U.S. Supreme Court permission to let Yvonne Liebel represent her corporations;

   b. A U.S. Supreme Court decision to overturn this Court's decision to dismiss the corporate claims (Hon. Sheldon, J.) rendered on the basis of absence of zealous counsel to represent their claims and not on merit.

5. Yvonne Liebel's Motion to Stay was filed in response to this Court Orders to prepare responses to the Defendants' Motions to Strike and Memoranda of Law (approx. 30 pages each) dated July 16, 2002 (Defendants, Grant, Nagro, and Solomon), and August 15, 2002 (Defendants, Weil, Gotshal and Manges, LLP et al.), and her participation at a hearing on these Motions scheduled for September 30th, 2002.

6. During said period, Yvonne Liebel was in the midst of writing Vol. III of her Petition for Writ of Certiorari while in Selma/Montgomery, Alabama.

7. On September 3, 2002, this Court (Hon. Shuman J.) denied Yvonne Liebel's Motion to Stay, filed on August 29, 2002. Said Notice of denial did not include Memorandum of Decision.

8. Said Notice of denial was sent to the wrong address. The Court (Court Officer, Melanie Dillon) verbally informed Yvonne Liebel of the Notice only on September 24, 2002, and only after Yvonne Liebel filed a second Motion to Stay earlier that day. This made it impossible for Yvonne Liebel to prepare adequate responses to the Defendants Motions to Strike and to participate in the September 30 hearing on these Motions.

9. On September 26, 2002, Yvonne Liebel filed a Motion for Continuance for 60 days or until the Supreme Court of the United States rules on the pending Petition for Writ of Certiorari, whichever is later, in order to properly prepare for these significantly important Motions, such as Motions to Strike prepared by a cadre of Connecticut/New York attorneys.

10. In the afternoon of September 27, this Court (Shuman, J.) denied Yvonne Liebel's Motion for Continuance, stating: " Denied. Cannot wait until the last day and afternoon before the hearing to request a continuance, especially on the tenuous grounds presented, when she had notice of the hearing since August 12, 2002, when the court issued the scheduling order for this matter."

11. Yvonne Liebel is not an attorney and has no counsel for herself or her corporations. She is currently in the State of

Alabama without an access to a Connecticut law library. She is now forced to prepare this time-sensitive document between the evening of September 27, 2002, and the evening of September 29, 2002 in time for the September 30, 2002 hearing. Therefore, Yvonne Liebel is unable at this time to properly address each of the points raised in the Defendants' Motions, only to provide this Honorable Court with the irregularities that are surrounding this Third Amended Complaint. Further, this timetable makes it utterly impossible for Yvonne Liebel to physically participate at the hearing in Connecticut.

12. Attorney Joyce Morin who signed the Third Amended Complaint on behalf of the Corporate Plaintiffs and Yvonne Liebel, alongside Yvonne Liebel, made insignificant contribution to the document, in fact, her primary contribution was to validate the document with her signature as Connecticut counsel on behalf of the corporate plaintiffs, and to grammatically edit the document. The subject of Attorney Joyce Morin's contribution to the Complaint and the various degrees and techniques of sabotage used by all Connecticut counsel representing the Plaintiffs prior to and/or since its commencement, including Attorney Morin's, is greatly debated in the two Petitions for Writ of Certiorari filed in 2001 and 2002, and the Plaintiffs' countless pleadings that included overwhelming evidence and testimony "begging" the Connecticut Courts for their intervention, or allowing Yvonne Liebel to represent her corporations in the alternative. The Court chose to dismiss the corporate claims, not on merit, but for lack of counsel, undermining Yvonne Liebel's efforts to gain access to the Courts and obtain fair representation for her claims and the claims of her corporations.

13. Considering that Yvonne Liebel and her corporations are directly and/or indirectly implicated in all 28 Counts of their Third Amended Complaint; and considering:

    a. That the Third Amended Complaint was sabotaged by the Plaintiffs' counsel;

    b. That Yvonne Liebel had less than minimal legal assistance from Attorney Morin in the preparation of the Complaint and Yvonne Liebel had no litigation experience whatsoever prior to this litigation;

    c. That Hon. Adams, J. gave Yvonne Liebel only 6 days (from October 16 to October 24, 2000) to File a "Final" Amended Complaint for a Complaint which has as its First Count, an ongoing 'Conspiracy to destroy a Business', and which would require an in-depth investigative judicial process, not yet conducted, in order to submit an appropriate final document. Further, this Court Order was entirely inappropriate considering the State of Connecticut's liberal policy with regard to amended complaints;

    d. That the "final" Complaint had to include all new Defendants (7 Defendants) and the drafting of new Counts, as well as incorporating their causes of actions in existing Counts;

    e. That the "final" Complaint had to include new Plaintiffs (4 Corporations) and their new claims, and said claims also had to be incorporated into existing Counts;

    f. That Yvonne Liebel had to incorporate into the Complaint, the Court's numerous revisions arising from the Defendants' Requests to Revise (the

Plaintiffs' own advisory Counsel (Attorney William Barrente) suggested that the Plaintiffs agree to the Defendant's over 50 changes, when in a prior Request to Revise, the Court slashed the Defendants' requests from 66 to 8 Requests. In a mammoth effort, Yvonne Liebel managed to incorporate all required revisions into the new Third Amended Complaint. Barrente's representation was greatly limited following this fiasco. He was later discharged from representation).

g. That Yvonne Liebel had to also prepare and file by October 24, 2000 necessary Motions to Consolidate and Memoranda of Law in this and in related actions;

h. That Hon. Adams, J. denied a Motion for Continuance filed by Yvonne Liebel on October 23, 2000, refusing to grant additional time necessary to cover all aspects of the Complaint, forcing Yvonne Liebel to include substantial number of exhibits in an effort to compensate for any inadequacies in the Complaint;

i. That only a small part of the sabotage caused by the plaintiffs' counsel was remedied, when Hon. Radcliff J. and Hon. Hiller J. cited-in certain parties as Defendants on the Plaintiffs' Motion. The Court stated that based on "evidence and testimony": the Defendants, Ridgefield Bank; Weil, Gotshal and Manges, LLP; Bridge to Brotherhood, Inc.; Ira Millstein; Marvin Jacob; David Stone; and Mark Hoenig must be cited into the case, joining existing Defendants.

Considering the above facts and other facts that may be missed due to the time constraints in preparing this

document, the Plaintiffs wish to further amend their Complaint to include all Plaintiffs in all 28 Counts, with the exception of Count 28 (Intentional Infliction of Emotional/Mental Distress), which is not applicable to Corporate Plaintiffs.

14. The above Plaintiffs also wish to further amend their Third Amended Complaint to include the following parties as new party Defendants for their abuse of judicial power: The State of Connecticut (including but not limited to all the Plaintiffs' Attorneys that sabotaged their litigation; the Ridgefield Postmaster; and the Ridgefield Marshal); Chief Justice, William J. Sullivan; Acting Chief Justice, David M. Borden; Chief Clerk, Appellate/Supreme Court, Francis J. Drumm, Jr.; Chief Clerk, Danbury Superior Court; Administrative Judge, John J. Langenbach; Danbury Superior Court, Judge Adams; Danbury Superior Court, Judge Arthur Hiller; Danbury Superior Court, Judge White; Danbury Superior Court, Judge Ginnochio; (The "Judiciary"). Their actions included, but were not limited to the following:

    a. Forcefully and unlawfully transferring the Plaintiffs' case from a Court of proper venue to the Complex Litigation Docket, a new offshoot of the Superior Court System with wide latitude to interpret Connecticut law without an available published manual to all litigants.

    b. Failing to transfer all related cases to a single court, causing chaos, confusion, errors and irreparable harm to the Plaintiffs' claims.

    c. Inappropriately administering Connecticut Law in order to short circuit and harm the Plaintiffs' litigation to the detriment of their claims.

d. Causing countless errors and omissions in docket sheets, court schedules, court orders, transcripts, etc., thereby altering the true state of the files for members of the judiciary and for the public, and irreparably damaging the Plaintiffs' litigation.

e. Continuously violating the Plaintiffs' constitutional and civil rights to due process of law, access to the courts, fair representation, and freedom of speech, thereby adversely effecting legal proceedings.

f. Failing to consolidate the many related actions that arise out of the same controversy and share common parties, contrary to Connecticut Rules of Procedure that call for consolidation for judicial economy and complete determination of the facts, causing the Plaintiffs harassment, undue pressure, work, financial loss, chaos, confusion, and errors while distorting adjudication results to the Defendants' advantage.

g. Conducting proceedings in a biased manner to favor the Defendants, and playing "Musical Chairs" with Judges, in an effort to limit their liabilities, defuse their conduct and distort the Plaintiffs' claims, causing an exhaustive and expensive appeal process which to date ended with two separate Petitions for Writ of Certiorari to the United States Supreme Court.

h. Causing undue delays of legal proceedings or their inducement, to the advantage of the Defendants.

i. Zealously clinging to procedure and abandoning the substance and intent of the law, to the detriment of the Plaintiffs' claims and to the interest of justice.

j. Causing Yvonne Liebel undue administrative, financial and physical hardships in order to sabotage her claims and her corporations' claims and exhaust her of her limited resources.

k. Limiting public access to the files.

l. Withholding memoranda of decisions and leaving the Plaintiffs perplexed.

m. Conducting legal proceedings with egregious inconsideration to Yvonne Liebel's pro se representation and other limitations while inflicting upon her such pain, suffering, abuse, and shock, and depleting her of self esteem, self confidence, resources and faith in the Connecticut judicial system.

n. Causing the unlawful eviction of the Plaintiffs from their offices, and the possible execution of an unlawful foreclosure action on Yvonne Liebel's residence/Alliance Institute.

o. Tampering with the Plaintiffs' mail (see Exhibit A, most recent letter to the Ridgefield Postmaster and evidence, 6 pages).

p. Issuing unlawful Eviction Execution Notice (Marshal's Notice. See Vol. II of Petition);

q. Etc., etc. The number of violations and subsequent damage are too numerous to list at this time as they span over a period of several years. Specifics can be found in detail within the two Petitions for Writ of Certiorari filed by the Plaintiffs with the Supreme

Court of the United States in July 2001, Case No. 01-158, and in July 2002, Case No. 02-431.

15. On several occasions Yvonne Liebel plead with the Courts to break the vale of silence about what was covertly done with her corporations and their assets, so that she can become part of the solution rather than an escalation of the problem. The Connecticut Courts preferred to ignore her pleas for resolution and continue on this collision course that seems to corrupt everyone and everything in sight, causing this litigant grief that surpasses verbal expression.

WHEREFORE, Yvonne Liebel; Alliance Capital, Inc.; Alliance International Development, Corp.; DTL-USA, Inc.; and General homes, Inc. pray the Court to grant them their Motion for Leave to Amend the Plaintiffs' Third Amended Complaint to include:

1. All Plaintiffs in all Counts except Count 28;

2. The Judiciary as Defendants in the following Counts: First Count – Conspiracy to Destroy a Business; Second Count- Breach of fiduciary duty; Third Count- Waste and Squandering of Corporate Assets; Fourth Count- Willful Mismanagement; Sixth Count- Tortuous Interference with Financial Expectation; Seventh Count- Legal Malpractice/Conflict of Interest; Ninth Count- Aiding and Abetting in Conspiracy to Destroy a Business; Twenty-Eighth Count- Intentional Infliction of Emotional/Mental Distress; Applicable new counts for ethic violations and harassment in accordance with the laws of the State of Connecticut.

3. To allow time for the United States Supreme Court to render its decisions and or at least 60 days from this day to review all aspects of the Third Amended Complaint, in this

litigation the Court labeled "Complex", so justice can be served.

Respectfully submitted,

/S/_____
Yvonne Liebel, et al.

ORDER

The forgoing motion having been heard, it is hereby ordered:
Granted/Denied

The Court

_____
Hon. Schuman, Judge

CERTIFICATE OF SERVICE

This is to certify that I have on the 29th day of September 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record

(See attached certification page):

APPENDIX I

"Motions for Continuance"(By the Alliance Entities) 10/4/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 4, 02

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 6 pages including cover 203-207-8642

Attn: Ms. Robin Smith Hon. White, J.
Deputy Chief clerk

Re: Washington Mutual Bank, F.A vs. Yvonne Liebel, Et al. No. CV-02-0346367

Dear Robin:

Faxed please find for filing in the above captioned foreclosure matter, a Motion for Continuance for the Court's short calendar October 7, 2002 hearing. The chief reason for the Continuance is that the Plaintiff, Washington Mutual, Bank, F.A. never mailed or faxed the Defendants, Yvonne Liebel and General Homes, Inc. copy of the pleadings requesting judgment and

possession of the premises. As a matter of fact, the only pleading the undersigned, Yvonne Liebel and General Homes, Inc. received from the Plaintiff since the commencement of its foreclosure action was the initial Complaint and Summons. We received these documents by mail and fax to the Beverly Hills office address. None of the Bank's other pleadings have been mailed or faxed to us. This underhanded behavior by the Washington Mutual Bank's attorneys continues a long tradition of irregularities by this Bank toward this Client/Defendants.

The Defendants, Yvonne Liebel and General Homes, Inc. respectfully ask the Court to order the Plaintiff, Washington Mutual Bank, F.A. to immediately provide by fax and mail a copy of all its pleadings filed to date in the above matter, and reprimand the Bank for this outrageous conduct. The Defendants also respectfully ask the Court for 14 days continuance from the date they receive these pleadings to properly respond to each of them.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Representative, General
Homes, Inc.

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A.	:	**STATE OF CONNECTICUT**
VS.	:	**DANBURY SUPERIOR COURT**
YVONNE LIEBEL; GENERAL HOMES, INC. ET AL.	:	**OCTOBER 4, 2002**

MOTION FOR CONTINUANCE

COME NOW, YVONNE LIEBEL, AND GENERAL HOMES, INC., in the above-docketed case in this Motion for Continuance and show unto the Court as follows:

1. The above-docketed case is before this Honorable Court.

2. Yvonne Liebel and her corporation, General Homes, Inc. are implicated in the above matter.

3. Washington Mutual Bank, F.A. has resorted to abusive and dilatory tactics such as filing this unlawful foreclosure action; and filing pleadings without mailing copies to the Defendants, Yvonne Liebel and General Homes, Inc., while presenting the Court with Certification of Service. This is in order to avoid timely and properly prepared responses by Yvonne Liebel and her corporation.

4. By this conduct, the opposition has made it impossible for Yvonne Liebel to properly defend her property and the rights of her corporation's interest in said property.

5. On July 31, 2002 Yvonne Liebel filed a Motion to Consolidate and Memorandum of Law in the above–docketed case CV 02 034 6367 with the other cases. On October 4, 2002, Yvonne Liebel has learned from the Clerk of the Court, that her Motion was denied on August 19, 2002, by Hon. Carroll, J. Yvonne Liebel did not receive a written denial notice to her Beverly Hills address as she received on October 1, 2002 on Court's other decisions.

6. On August 29, 2002, Yvonne Liebel filed a Motion to Stay in all pending matters before this Court except in the above

captioned matter, due to a pending Petition before the U.S. Supreme Court, awaiting the Court ruling on Motion to Consolidate.

7. On September 14, 2002,Yvonne Liebel, et al. filed an amended Petition for Writ of Certiorari before the Supreme Court of the United States implicating the above matter. Copies were served on opposing counsel and pro se parties, and courtesy copies were mailed to all Courts.

8. On September 12, 2002 the Court scheduled on its short calendar for September 16, 2002, a hearing on the Plaintiff's Motion for Default for Failure to Disc. Def. in case CV 02 034 6367. Yvonne Liebel never received a copy of this pleading. The Court mailed the schedule to Yvonne Liebel at the wrong suite number. Yvonne Liebel received the schedule on September 17, 2002. Further, the Plaintiff filed Request for Judgment and Possession of Yvonne Liebel's property, also concerning General Homes, Inc.'s position in the Foreclosure action. Yvonne Liebel never received a copy of this pleading either. On October 4, 2002, Yvonne Liebel found out from the Court Clerk that the Court defaulted Defendant, Casey Sheet Metal, for failure to disclose defense.

9. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending before the Supreme Court of the United States. The Waterbury Complex Litigation Docket's decision in related cases to non-suit Yvonne Liebel's corporations due to: not having zealous counsel to represent their claims; nor to allow Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the

Petition for Writ of Certiorari. Decisions rendered in this Court, effecting said cases, are also pending before the U.S. Supreme Court. Holding any Court hearings or rendering any Court decisions on significant matters such as foreclosure, eviction, and other actions, prepared by a cadre of New York/Connecticut attorneys, without proper notice and without counsel for the corporations, while the issue is before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporation, and shall carry grave consequences to adjudication results.

10. Yvonne Liebel has personally arrived to this short calendar hearing from Birmingham, Alabama, in order to insure receipt of the pleadings filed by the Plaintiff, Washington Mutual Bank, et al. and to ask the Court for continuance in this matter for the purpose of properly responding to the Plaintiff's pleadings.

WHEREFORE, Yvonne Liebel and General homes, Inc. pray the Court to grant them their Motion for Continuance for 14 days after receipt of the Plaintiff's pleadings and/or until a ruling is rendered by the Supreme Court of the United States on the Petition for Writ of Certiorari, whichever is later, in order to properly prepare and respond to any and all opposing counsel's pleadings

Respectfully submitted,

/S/_____
Yvonne Liebel and General Homes, Inc.

ORDER

The forgoing motion having been heard, it is hereby ordered: Granted/Denied

The Court

Hon. White, Judge

CERTIFICATE OF SERVICE

This is to certify that I have on the 4th day of October 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification page)

APPENDIX J

"Counterclaims and Cross Claims" v. Washington Mutual Bank F.A. et al. (By the Alliance Entities) 10/5/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 5, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 14 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Hon. White, J.

Re: Washington Mutual Bank, F.A vs. Yvonne Liebel, Et al. No. CV-02-0346367
Counterclaims and Cross Claims against Washington Mutual Bank, F.A. et al.

Dear Robin:

Faxed please find for filing in the above captioned foreclosure matter, Counterclaims and Cross Claims by the Defendants, Yvonne Liebel and General Homes, Inc. et al. against the Plaintiff, Washington Mutual Bank, F.A. and the Defendants, The Chase Manhattan Bank; Casey's Sheet Metal Services, Inc., et al.

This pleading shall also be filed with the Court in person at the Short Calendar hearing, on October 7, 2002. For the record, you informed me of said hearing on Thursday, October 3, 2002 when I called the Court for a status report. I never received a written notice of said hearing from the Court. Since this hearing is so significant to holding on to my residence, also the home of The Alliance Foundation, Inc., I plan to fly to Connecticut from Birmingham, Alabama at great financial and physical hardship, to specifically attend this hearing. The purpose is to argue the Motion for Continuance I filed yesterday (the Plaintiff never sent us a copy of this pleading for judgment and possession, nor any of its other pleadings in this matter), and to serve this pleading on the Plaintiff, Washington Mutual Bank, F.A.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Representative: General Homes, Inc.; DTL-USA, Inc.; Alliance Foundation, Inc.; Alliance Capital, Inc. Alliance International Development Corp.

Cc: Per enclosed Certification

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A.	**: STATE OF CONNECTICUT**
	: DANBURY SUPERIOR COURT
VS.	**:**
YVONNE LIEBEL; GENERAL HOMES, INC. ET AL.	**: OCTOBER 5, 2002**

COUNTERCLAIMS AND CROSS CLAIMS

COME NOW, YVONNE LIEBEL and her corporations: GENERAL HOMES, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; AND DTL-USA, INC., (Yvonne Liebel and her corporations shall be referred to from this point forward as the "Alliance Entities"), and present their Counterclaims and Cross Claims in the above-docketed case and show unto the Court as follows:

1. **The above-docketed case is before this Honorable Court.**

2. Yvonne Liebel, implicated in the above-docketed case, either prosecutes (through the filing of these Counterclaims and cross Claims) or defends (through the above-docketed case) on behalf of herself and/or her corporations.

3. Pursuant to P.B. Section 10-10, the Alliance Entities are implicated in the above matter as their counterclaims and cross claims " arise out of the transaction or one of the transactions which is the subject of the plaintiff's complaint" by virtue of financing withheld from them, and to that end, irregularities surrounding said denial by the Plaintiff, Washington Mutual Bank, F.A. (Referred to from this point forward as the "Bank"). Said conduct by the Bank adversely affected and continues to adversely affect the Alliance Entities' operations; financial solvency; their litigation against all opposing parties; and their corporate and personal missions, as more specifically described in Exhibit B below (Motion to Consolidate). Therefore the Alliance Entities bring the claims listed below against said Bank.

4. "A defendant may also file a counterclaim or cross claim under this section against any other party to the action for the purpose of establishing that party's liability to the defendant for all or part of the plaintiff's claim against that defendant." The Alliance Entities are therefore filing claims against the Chase Manhattan Bank (Referred to from this point forward as "Chase") and Casey's Sheet Metal Services, Inc. (Referred to from this point forward as "CSM"), the other named Defendants in the above-docketed case.

5. Pursuant to P.B. Section 10-10: " and if necessary, additional parties may be summoned in to answer any such counterclaim or cross claim". The Alliance Entities are therefore summoning: Sandy McArthur; Paul Rossitto; Ridgefield Bank; Gary Smith; Reynolds and Rowella, LLP;

Thomas F. Reynolds; Rene Heinecke; The Visiting Nurse Association of Ridgefield, Inc.; Helena Nicholas; Joyce Ligi; Eugene Grant; Robert Nagro; Richard Solomon; Weil, Gotshal and Manges LLP; Bridge to Brotherhood, Inc.; Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; PricewaterhouseCoopers LLP/Kesselman and Kesselman; Brooks Laboratories, Inc.; The State of Connecticut, including but not limited to: Attorney William Barrente; Attorney Joyce A. Morin; the law firm of Reiner and Reiner (the Bank's Legal Counsel); Ridgefield's Marshal, James E. Sullivan; Chief Justice, William J. Sullivan; Acting Chief Justice, David M. Borden; Chief Clerk, Appellate/Supreme Court, Francis J. Drumm, Jr.; Chief Clerk, Danbury Superior Court; Administrative Judge, John J. Langenbach; Danbury Superior Court, Judge Adams; Danbury Superior Court, Judge Arthur Hiller; Danbury Superior Court, Judge White; Danbury Superior Court, Judge Ginnochio; (Referred to from this point forward as the "Judiciary"), and the Ridgefield Postmaster.

6. In support of their Counterclaims and their Cross Claims, the Alliance Entities enter hereto and incorporate by reference herein the following documents:

    a. Exhibit A, Third Amended Complaint filed on October 24, 2000 at the Danbury Superior Court at Danbury, Connecticut.

    b. Exhibit B, Motion to Consolidate the above-docketed case with all pending related cases at the Danbury Superior Court and the Waterbury Superior Court, Complex Litigation Docket filed in this Court by the Alliance Entities on July 31, 2002 (Danbury: CV 00 0338142 S; SP02-10636; CV 98 0333546 S; CV 02 0346367 S. Waterbury: (X02) CV-01-0167482; (X02)

CV-01-0167556; (X02) CV-01-0167457; (X02) CV-01-0167458.

c. Exhibit C, "Motion for Leave to Amend Third Amended Complaint and Response to the Defendants Motions to Strike" filed by the Alliance Entities on September 29, 2002 in the Waterbury Superior Court, Complex Litigation Docket;

d. Exhibit D, All pleadings filed in all cases and in all Courts including the two appeals and Brief filed in the Connecticut Appellate/Supreme Court beginning November 2000;

e. Exhibit E, Two Petitions for Writ of Certiorari filed with the Supreme Court of the United States: Petition No. 01-158 filed on July 31, 2001, and Petition No. 02-431 filed on July 2, 2002;

7. The Alliance Entities are therefore bringing the following Counterclaims and Cross claims against the Bank and all parties named in Points 4 and 5 of this document and charge them with the following Counts, as applicable to each party, and as more specifically described in testimony and evidence exhibited in Exhibit A (Third Amended Complaint): First Count – Conspiracy to Destroy a Business; Second Count- Breach of fiduciary duty; Third Count- Waste and Squandering of Corporate Assets; Fourth Count- Willful Mismanagement; Fifth Count- Fraudulent Misrepresentation; Sixth Count- Tortuous Interference with Financial Expectation; Seventh Count- Legal Malpractice/Conflict of Interest; Eighth Count- Breach of Non-Disclosure agreement/Fraudulent misrepresentation; Ninth Count- Aiding and Abetting in Conspiracy to Destroy a Business; Eleventh Count- Tortuous Interference with Business Relationships; Twelfth Count- Constructive Fraud;

Thirteenth Count- Legal Malpractice/Breach of Attorney client/ privilege/ Misrepresentation; Fourteenth Count- Legal Malpractice/Breach of Attorney Client Privilege/Fraudulent Misrepresentation; Fifteenth Count- Breach of Agreement; Sixteenth Count- Tortuous Interference with Business expectation; Seventeenth Count- Breach of Agreement/Fraudulent Misrepresentation; Eighteenth Count- Promissory Estoppel; Nineteenth Count- Fraudulent Misrepresentation; Twentieth Count- Breach of partnership Agreement; Twenty First Count- Promissory Estoppel; Twenty Second Count- Breach of Contract; Twenty Third Count- Breach of Contract; Twenty Fourth Count- Promissory Estoppel; Twenty Fifth Count- Contract Breach; Twenty Six Count- Breach of Contract; Twenty Seventh Count- Breach of Contract and Fraudulent Misrepresentation; Twenty-Eighth Count- Intentional Infliction of Emotional/Mental Distress;

8. In addition to the above claims, The Alliance Entities are also bringing the following claims against the State of Connecticut and the Judiciary for abuse of their power against the Alliance Entities, as applicable to each party, and charge them with the following, as more specifically described through testimony and evidence in Exhibits B, C, D and E:

    a. Forcefully and unlawfully transferring the Alliance Entities' case from a Court of proper venue to the Complex Litigation Docket, a new offshoot of the Superior Court System with wide latitude to interpret Connecticut law without an available published manual to all litigants.

b. Failing to transfer all related cases to a single court, causing chaos, confusion, errors and irreparable harm to the Alliance Entities' claims.

c. Inappropriately administering Connecticut Law in order to short circuit and harm the Alliance Entities' litigation to the detriment of their claims.

d. Causing countless errors and omissions in docket sheets, court schedules, court orders, transcripts, etc., thereby altering the true state of the files for members of the judiciary and for the public, and irreparably damaging the Alliance Entities' litigation.

e. Continuously violating the Alliance Entities' constitutional and civil rights to due process of law, access to the courts, fair representation, and freedom of speech, thereby adversely affecting legal proceedings.

f. Failing to consolidate the many related actions that arise out of the same controversy and share common parties, contrary to Connecticut Rules of Procedure that call for consolidation for judicial economy and complete determination of the facts, causing the Alliance Entities harassment, undue pressure, work, financial loss, chaos, confusion, and errors while distorting adjudication results to the opposing parties' advantage.

g. Conducting proceedings in a biased manner to favor the opposing parties, and playing "Musical Chairs" with Judges, in an effort to limit their liabilities, defuse their conduct and distort the Alliance entities' claims, causing an exhaustive and expensive appeal process which to date ended with two separate

Petitions for Writ of Certiorari to the United States Supreme Court. Petition 02-431 is pending.

h. Causing undue delays of legal proceedings or their inducement, to the advantage of the opposing parties.

i. Zealously clinging to procedure and abandoning the substance and intent of the law, to the detriment of the Alliance Entities' claims and to the interest of justice.

j. Causing Yvonne Liebel undue administrative, financial and physical hardships in order to sabotage her claims and her corporations' claims and exhaust her of her limited resources.

k. Limiting public access to the files.

l. Withholding memoranda of decisions and leaving the Alliance Entities' perplexed.

m. Conducting legal proceedings with egregious inconsideration to Yvonne Liebel's pro se representation and other limitations while inflicting upon her such pain, suffering, abuse, and shock, and depleting her of self esteem, self confidence, resources and faith in the Connecticut judicial system.

n. Causing the unlawful eviction of the Alliance Entities from their offices, and the possible execution of an unlawful foreclosure action on Yvonne Liebel's residence/Alliance Institute.

o. Tampering with the Plaintiffs' mail.

p. Issuing unlawful Eviction Execution Notice.

q. Applicable new counts for ethic violations in accordance with the laws of the State of Connecticut.

r. Applicable new counts for harassment in accordance with the laws of the State of Connecticut.

s. Applicable new counts for the destruction of Yvonne Liebel's personal and professional reputation.

t. Applicable new counts for the destruction of the Alliance Entities' personal and corporate missions.

u. Etc., etc. The number of violations and subsequent damage are too numerous to list at this time as they span over a period of several years.

9. In addition, the opposing parties on the other side of the Alliance Entities, where applicable to parties working alone or to parties working in concert with others, have resorted to abusive, dilatory and fraudulent tactics such as scheduling depositions; filing retaliatory and frivolous lawsuits; filing an unlawful eviction and an unlawful foreclosure; failing to mail copies of their pleadings to the Alliance Entities while presenting to the Court Certifications of Service; filing numerous pleadings and motions to the Court while appeal is pending to the Supreme Court of the United States, to bury Yvonne Liebel in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance in order to prevent her from properly prosecuting her Petition to the U.S. Supreme Court and defending the Alliance Entities' claims in on-going legal proceedings. By this conduct, the opposition has made it impossible for Yvonne Liebel to properly defend her

property and claims and the rights of her corporations' interests and claims.

10. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending before the Supreme Court of the United States. The Waterbury Complex Litigation Docket's decision in related cases to non-suit Yvonne Liebel's corporations due to: not having zealous counsel to represent their claims; nor to allow Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Decisions rendered in this Court, effecting said cases, are also pending before the U.S. Supreme Court. Holding any Court hearings or rendering any Court decisions on significant matters such as foreclosure, eviction, and other actions, prepared by a cadre of New York/Connecticut attorneys, without proper notice and without counsel for the corporations, while the issue is before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results.

11. Yvonne Liebel is filing this document by fax on October 5, 2002 and will also serve this document on the Bank's representative at a short calendar hearing at the Danbury Superior Court on Monday, October 7, 2002 at 9:30 A.M. held in Courtroom #6, White, J. presiding. Notice of said hearing, was given to Yvonne Liebel by Ms. Robin Smith on October 3, 2002, when Yvonne Liebel called the Court for a case status. Yvonne Liebel never received a written notice of said short calendar hearing. Without proper notice and

under duress and financial and time constraints, Yvonne Liebel had to urgently prepare a Motion for Continuance and this pleading (anticipating possible denial of her Motion and awarding the Bank possession of her property) and plan to arrive at the hearing from Birmingham, Alabama.

Dated at Birmingham, Alabama, October 5, 2002.

THE DEFENDANTS,
YVONNE LIEBEL AND GENERAL HOMES, INC.;
THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
And
P.O. Box 1153, Ridgefield, CT 06877
Cell: 310-435-0769 Tel: 310-657-2771
Fax: 310-657-2731

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A. : STATE OF CONNECTICUT

: DANBURY SUPERIOR COURT

VS. :

YVONNE LIEBEL; GENERAL HOMES, INC. ET AL. :

: OCTOBER 5, 2002

STATEMENT OF DEMAND

The amount, legal interest or property in demand is $15,000 or more, exclusive of interest and costs.

THE DEFENDANTS,
YVONNE LIEBEL AND GENERAL HOMES, INC.;
THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
And
P.O. Box 1153, Ridgefield, CT 06877
Cell: 310-435-0769
Tel: 310-657-2771 Fax: 310-657-2731

CERTIFICATE OF SERVICE

This is to certify that I have on the 6th day of October 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon all pro se parties and counsel of record:

(See attached certification page for partial list)

EXHIBIT A

YVONNE LIEBEL / THE ALLIANCE ENTITIES

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: (310) 435-0769

8913 Olympic Blvd., Suite 101
Beverly Hills, CA 90211
Tel: (310) 657-2771
Fax: (310) 657-2731

September 20, 2002

Via FedEx to: George Jacob, Roland and/or
Ridgefield Postmaster Supervisor (203) 431-2337 (Total of 1 Page)

Tel: (213) 438-6561
Ridgefield Post Office Supervisor

Re: Mailing of two U.S. Supreme Court packages dated July 2002, and personal mail

Dear Sirs:

This is a recap/update on the above matter and what I was told on Sept. 6 by Mr. George Jacob:

1. That the reason why I only received one U.S. Supreme Court box (containing 18 sets of Petition books) on Tuesday, September 3, 2002, is that the $93.00 you requested for Express Mailing the two boxes was in error, and the $93.00 money order you received from me on September 3, was not sufficient to cover both boxes due to your improper weighing of the Boxes;

2. That the additional $24.50 you requested which I managed to Express Mail to you the following day in time to make the September 4 delivery, was still insufficient due to a problem

with your improper weighing of the boxes, for the second time;

3. The $100.00 check you received from me on the same date, September 3, I'm told on Sept. 6, could not be utilized without proper authorization, although my letters of August 30 and 31, 2002, as well as my long distance phone conversations were with authorized Post Office personnel for such transactions, who were informed repeatedly about the urgency of getting these boxes by September 4;

4. On September 5, after I spoke with Mr. Jacob and Roland, I was promised that the problem was corrected and that the second box and my mail would arrive on September 6, 2002. As a matter of fact, Roland told me that the box was being prepared for shipping as we spoke and it would arrive tomorrow, September 6 together with my mail;

5. When I called the Birmingham Post Office this morning, September 6, I was told there were no packages for me. In total desperation, I called the Ridgefield Post Office at 9:00 am, as this material is time sensitive and the second box contained the balance of 22 sets of the Supreme Court books necessary for complete filing with the Court. I was told by George Jacob to call back at 11:30am, as he was busy! When I called back, Mr. Jacob informed me that Roland "is gone for the next 6 months" and that he had no idea what Roland had promised me;

6. Mr. Jacob asked me to send yet another $100.00 to open a priority shipping account so the first $100.00 I sent on September 3, could be used for shipping the second box at a cost of $75.15. He also said that the balance of $24.85 would cover partial mailing of my mail via priority mail, which would arrive approx. two days after the second box arrived. Further, he said he would forward my mail twice a week

through this account to Birmingham. This, after I repeatedly explained to Mr. Jacob that I was only traveling through Birmingham and that this was a one-time transaction and therefore it was important to get all my mail in one shipment;

7. Mr. Jacob also refused to mail to me the certified mail that arrived, although I explained it was urgent that I receive it, as it contained court documents. He further stated that he could not use the authorization I gave the post office to accept certified mail on my behalf when I sent my original signature and a copy of my driver's license with my checks. I then explained to Mr. Jacob that my mail without the certified pieces is useless at this juncture and instructed him to hold it. Mr. Jacob then said he had to send me my partial mail due to the split of the $100.00 and that he could only hold the rest of my mail for 30 days. He said that beyond 30 days he would have to send the mail back to sender, and if I wanted to hold my mail I had to send him authorization in writing;

8. I was also told to mail $55.00 for the Post Office Box dues, expired in July 2002.

9. In my final conversation with Mr. Jacob on Sept 6, he concluded the following:

    a. That the second Supreme Court box will arrive to Birmingham's post office on September 7, 2002, before noon (it finally did);
    b. That the partial mail will arrive approximately two days thereafter;
    c. That the Priority Shipping account is for one time only. That the Post Office will hold all my mail for 30 days from this date (which I authorized);

d. That I send $100.00 to open said Priority Shipping account (is enclosed);
e. That I send $55.00 for a one-year renewal of the P.O. Box 1153 (is enclosed).

In conclusion: The financial damage I incurred as a result of this harassment and abuse exceeds $1000.00 as I couldn't take any more chances and ordered the 44 books reprinted on Sept. 5 (see copy of the printing receipt and my check for the amount of $573.00), not to mention the damage to my litigation due to this delay and for not getting all my mail.

Considering the scope and seriousness of my litigation (see enclosed recent clippings) and considering that I have been a resident of Ridgefield for 15 years, raised a son in this town, and paid significant personal, business, and property taxes, I hold directly and individually responsible the Ridgefield Postmaster in charge of this Post Office operations.

Therefore, unless I receive from the Ridgefield Postmaster by October 1st, 2002, to the Beverly Hills address listed above, the following:

1. A letter of apology signed by him;

2. A refund check for all the money I sent to the Ridgefield Post Office for this failed shipping fiasco totaling $437.00 (consisting of: $65.00 for 4 Express Mail letters; $93.00 for first Post Office request; $24.50 for second Post Office request; $100.00 for sending my mail; $100.00 for the bogus shipping account; $55.00 for the P.O. Box annual fee);

3. A complimentary P.O. Box for the next year, accompanied by a statement from the Postmaster, that during the next 12 months the Post Office will hold all my mail and honor my certain requests from time to time due to my special travel requirements resulting from this pending litigation;

4. A phone call from the Postmaster or a message on my cell phone at 310-435-0769 prior to the mailing of his letter to inform me of its mailing.

I shall review my options for these outrageous actions that are sabotaging my litigation and squandering my funds, and I plan to take whatever steps necessary against the Ridgefield Post Office and its Postmaster Supervisor to remedy my damage, as well as inform the proper authorities.

Very truly yours,

/S/
Yvonne Liebel
P.O. Box 1153
104/6 Great Hill Road
Ridgefield, CT 06877
310-435-0769

APPENDIX K

10/7/02 - Transcript, Danbury Superior Court, Washington mutual F.A. v. Yvonne Liebel and General Homes, Inc.

CV02 – 0346467S	:SUPERIOR COURT OF CONNECTICUT
WASHINGTON MUTUAL BANK	: JUDICIAL DISTRICT OF DANBURY
PLAINTIFF	:
VS	: AT DANBURY
YVONNE LIEBEL	:
DEFENDANT	: OCTOBER 7, 2002

BEFORE: THE HONORABLE RICHARD COMERFORD, JUDGE

APPEARANCES:

ATTORNEY BERNARD MCMAHON, ESQ.
Representing the Plaintiff

YVONNE LIEBEL
Pro se Defendant

Deidre Clement
Court Monitor

MR. NCMAHON: I have two other matters on this morning that I would like to mark off just for the benefit of the Clerk's office.
THE COURT: Okay
MR. MCMAHON: One of them is Washington Mutual versus Liebel which is number 15 and J.P. Morgan Chase Bank versus D'Arista number 16.
THE COURT: Say that again, quickly.
MR. MCMAHON: J. P. Morgan Bank versus

D'Arista, D'-A-R-I-S-T-A and it's number 17 on the foreclosure calendar.
THE COURT: All right. Those matters may go off.
MR. MCMAHON: Thank you, your Honor.
MS. LIEBEL: Excuse me. Excuse my voice.
THE COURT: Yes, Ma'am.
MS. LIEBEL: I'm the other party of Washington Mutual.
THE COURT: Okay
MS. LIEBEL: I flew in here from Alabama especially for that hearing that he's marking off. I would—on behalf of Washington mutual he's marking it off.
I did file a Motion to Continuance over the weekend, but –
THE COURT: I want to identify yourself for the record so I know who I'm talking to here, come on up.
MS. LIEBEL: I apologize.
THE COURT: Not at all. What's going on?
MS. LIEBEL: My name is Yvonne Liebel, I am the Defendant.
THE COURT: Okay.
MS. LIEBEL: In the case of Washington Mutual.
THE COURT: I see.
MR. MCMAHON: She's appearing pro se, your honor.
THE COURT: You're asking for continuance in this matter?
MS. LIEBEL: Over the weekend I asked for a continuance because the request for judgment and possession was put in by the Bank.
THE COURT: Okay.
MS. LIEBEL: So you didn't have a chance to rule on that. I flew in this morning and I came to

the Court. I understand the Bank is just marking it off because they don't just have the file.
MR. MCMAHON: And also because she filed a counterclaim and--
MS. LIEBEL: I just gave you--
MR. MCMAHON: And—and special defenses which she just gave me, so I wouldn't be able to go forward anyway this morning, your honor.
THE COURT: All right. Why don't you see if you can coordinate in terms of her travel schedule because she'll be in again. Where are you coming from?
MS. LIEBEL: I was in Alabama.
MR. MCMAHON: She lives in Los Angeles.
MS. LIEBEL: No, I live in Connecticut, Ridgefield, Connecticut.
THE COURT: I beg your pardon.
MS. LIEBEL: I travel quite a bit.
THE COURT: I see
MS. LIEBEL: There is one issue that is very important that I would like to raise with you with regard to this matter, and that is Washington Mutual fails to send me a copy of their pleadings, and I found out about this only three days ago. They have my address the Beverly Hills. They sent me the original complaint and summons over there, and all the other pleadings I simply don't get. So if you please order them --
THE COURT: How long you have your pro se appearance in, Ma'am?
MS. LIEBEL: Since the beginning.
MR. MCMAHON: And we've been mailing things, your Honor, to the Beverly Hills address that she has on her pleadings.
MS. LIEBEL: Your Honor, I do not get them.
THE COURT: All right.

MS. LIEBEL: Please.
THE COURT: What address would you like the pleadings sent to so counsel, we can put on the record for counsel where he should send a copy of the pleadings.
MS. LIEBEL: He has that record. He sent me the complaint and he sent me, he faxed it there and they mailed it there. But only –
THE COURT: Hold it a second, Counsel, please.
MR. MCMAHON: I was responding to the Clerk.
THE COURT: I don't care what you're saying. Hold it a second I'm listening to her.
MS. LIEBEL: Thank you your Honor. It's hard for me to prepare an answer when I don't get them. And it is hard for me to represent myself. So I would very much like the courtesy of at least getting them on time as soon as they mail so I could sit down and prepare a proper response in a timely fashion.
THE COURT: I appreciate what you're saying. Let me ask you one time for the record, so the record clearly reflects what your position is. Where exactly do you want counsel to send copies for the record, so we have on the record where you these copies sent?
MS. LIEBEL: Thank you, your Honor.
THE COURT: Yes, Ma'am. What is the address?
MS. LIEBEL: It's 8913, I'm sorry for my voice.
THE COURT: That's all right.
MS. LIEBEL: 8913 Olympic Boulevard, Suite 101, Beverly Hills, California, 90211. That's the one they already have, Sir.
THE COURT: And you been sending copies of that to that address, copies of the pleadings to that address.

MR. MACMAHON: Or since which she has on file with the Clerk's office in her appearance I believe is a P. O. Box, so we would be sending it to a P. O. Box.
THE CLERK: Both the addresses are listed in the file Ridgefield and Beverly Hills.
THE COURT: Here's what we going to, Counsel, so to be doubly safe here, send copies of the pleadings to both addresses, okay.
MS. LIEBEL: Thank you, very much, your Honor. I do appreciate that.
THE COURT: All right. Very well the matter may go off then.
MS. LIEBEL: Thank you, Sir.
THE COURT: You're welcome.
MR. MCMAHON: Thank you, your Honor.
(the hearing was concluded.)

CV02-0346367S: SUPERIOR COURT OF CONNECTICUT
WASHINGTON MUTUAL BANK: JUDICIAL DISTRICT OF
PLAINTIFF :
VS : AT DANBURY
YVONNE LIEBEL :
DEFENDANT : OCTOBER 7, 2002

CERTIFICATE

I, Deidre M. Clement, Court Monitor for the Superior Court, Fairfield County, State of Connecticut, do hereby certify that the foregoing is a true and accurate transcription of the tape recorded proceedings had in the above-titled case.

/S/
Deirdre M. Clement 10-8-02

23 Court Monitor
24
25
26
27

APPENDIX K1

10/8/02 – Danbury Superior Court decisions in the matter of Washington Mutual F.A. v. Yvonne Liebel and General Homes, Inc., as retrieved from copies of the file provided by the Court to the Alliance Entities on this date.

See APPENDIXES Z3 and Z4

APPENDIX L

Waterbury Superior Court, Complex Litigation Docket, Hon. Carl J. Schuman, J., Rulings on Motions to Strike (#s 192, 196), 10/8/02

DOCKET NO. (X02) CV 01-0167482-S : STATE OF CONNECTICUT

YVONNE LIEBEL : SUPERIOR COURT

v. : COMPLEX LITIGATION
: DOCKET AT WATERBURY

EUGENE GRANT ET AL. : OCTOBER 8, 2002

Rulings on Motions to Strike (#s 192, 196), 10/8/02

I

The pro se plaintiff has filed a Third Amended Complaint that is approximately 114 pages long, contains 307 paragraphs, includes twenty-eight counts, and names twelve defendants. Two groups of defendants, comprising a total of six of the defendants, have filed motions to strike (footnote: Although the pro se plaintiff failed to file a memorandum in opposition to either motion to strike by the deadline for doing so, and failed to appear for oral argument on these motions, the applicable Practice Book rule no longer provides, as it formerly did, that any party who fails timely to file a memorandum in opposition to the motion to strike shall be deemed by the Court to have consented to the granting of the motion. See Hughes v. Bemer, 200 Conn., 400, 402, 510 A.2d 992 (1986); of Practice Book Section 10-42 (b) (2002). Further, on October 1, 2002, four days after the oral argument, the plaintiff did file a combined motion to amend the Complaint and response to the motions to strike, which the court has read. In view of these factors, and out of an abundance of caution, the Court has not granted these motions based on the plaintiff's default, but rather has decided them on the merits.) The Court initially rejects the argument, made by all defendants, that the causes of actions and parties have been misjoined. Judicial policy favors litigation of related controversies in a single action. See Veits v. City of Hartford, 134 Conn. 428, 436, 58 A.2d 389 (1948). This voluminous case is better managed as one than as the many cases into which it could be separated. Although in a narrow, technical sense, some of the counts involve different transactions, in a broader sense all of the counts involve "transactions which grew out of the subject matter in regard to which the controversy has arisen," Practice Book Section 10-22, namely, the pattern of dealings with the nonsuited plaintiff Alliance

Foundation. Further, the Court finds that the separate counts, though they name different defendants or groups of defendants, are sufficiently connected that they "affect all parties to the action." Practice Book Section 10-21. Thus, there is no misjoinder of parties. See Viets v. City of Hartford, supra, 435-35; Zweeres v. Pashalinsky, 7 Conn. Supp. 45 (1945).

II

The court turns to the specific claims raised in the motion to strike filed by defendants Eugene M. Grant, Richard Solomon, and Robert Nagro (# 192). The court agrees that count eighteen, which purports to allege a claim of promissory estoppel, is defective because it alleges that defendant Grant's actions induced reliance by the former plaintiff foundation but not by the individual plaintiff. Contrary to the claims of the defendants, however, count twenty-one, which also alleges promissory estoppel, sufficiently alleges reasonable reliance by the plaintiff, particularly in paragraph 248. Further, the plaintiff's allegations of promissory estoppel takes this case out of the statute of frauds. See DeLuca v. C.W. C.W. Blakeslee & Sons, Inc., 174 Conn. 535, 544, 391 A.2d 170 (1978). It is not clear, in any event, that the statute of frauds would apply when, as is inherent in a promissory estoppel case, there is no "agreement." See Eagle Hill Southport School v. Roberts, Superior Court, judicial district of Fairfield at Bridgeport, Docket No. 362604 (Aug. 24, 2000, Melville, J.); general Statutes Section 52-550 (A) ("No civil action may be maintained... unless the agreement, or a memorandum of the agreement, is made in writing...(4) upon any agreement for the sale of real property or any interest in or concerning real property;"). General Statutes Section 52-550 (a). See Wicks v. Knorr, 113 Conn. 449, 453, 155 A. 816 (1931) (agreement to divide profits realized on real estate transactions not within statute of frauds).

Count nineteen fails to state a claim for fraudulent misrepresentation because it contains an alleged misrepresentation of a promise to do an act in the future without any allegations that

there was no present intent to fulfill the promise. See Paiva v. Vanech Heights Construction Co., 159 Conn. 512, 515, 271 A. 2d 69 (1970). In count twenty, however, the plaintiff sufficiently alleges the terms of an alleged partnership with Defendant Grant to state a cause of action for breach of the partnership agreement. Further, insofar as the alleged breach concerns the failure of defendant Grant to provide rental income to the plaintiff, the defendants, as stated above, have not established a violation of the statute of frauds.

The defendants raise a statute of frauds defense to count twenty-two, which alleges breach of contract. The defendants erroneously claim in their brief that the alleged contract called only for defendant Grant to convey a one-half interest in certain real estate, a contract that would in fact fall within the statute. (Defendants' Memorandum of law, p. 11.) The contract that the plaintiff alleges, however, called not only for the transfer of real estate but also for Grant to assign the plaintiff certain rental income which, as discussed above, the defendants have not established as falling within the statute. Further, the plaintiff's allegations do not clearly establish a separate violation of the statute of frauds based on the claim that the contract was "not to be performed within one year from the making thereof...." General Statute Section 52-550 (a) (5).

In count twenty-three, the plaintiff alleges that she entered into contract with defendant Grant that provided for Grant to purchase an entity named General Homes, Inc., which was nonsuited plaintiff, and that Grant breached this contract. The defendants claim that exhibit Z26, which plaintiff refers to in her allegations concerning the contract, does not show the plaintiff to have been a party to the contract. (Third Amended Complaint, Page 261.) On the contrary, exhibit Z26 begins by introducing the terms of "the agreement between Eugene M. Grant and Yvonne Liebel," and ends with the plaintiff's signature. The plaintiff has therefore sufficiently pleaded that she entered a contract with grant.

Finally, the court finds that count twenty-eight does not sufficiently state a claim for intentional infliction of emotional distress. Of the four elements of this tort, the critical one here is the requirement that the conduct in question be extreme and outrageous. Whether conduct rises to this level is initially a question for the court. See Appelton v. Board of Education, 254 Conn. 205, 210, 757 A. 2d 1059 (2000). In Connecticut, liability for intentional infliction of emotional distress requires conduct that "exceeds all bounds usually tolerated by decent society..." (Internal quotation marks omitted.) Id. "Liability has been found only where the conduct has been so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community." (Internal quotation marks omitted.) Id., 210-11.

" Viewing count twenty-eight in a light most favorable to the plaintiff, the count alleges that the defendants engaged in conspiratorial, predatory efforts to cut off funds to and take control of a closely-held corporation of which the plaintiff was the founder and president. These allegations do not suffice. Generally, courts applying Connecticut law have found that the loss of business or employment opportunities, even when based on improper motives, do not constitute the type of extreme behavior described above. See Franco v. Yale University, 161 F. Supp. 2d 133, 141-42 (D, Conn. 2001) (medical school's conduct disenfranchising surgeon): Russo v. City of Hartford, 158 F. Supp. 2d 214, 226-27(D. Conn. 2001) (conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information); Miner v. Town of Cheshire, 126 F. Supp. 2d 184, 194-5 (D. Conn. 2000) (town's alleged refusal to protect female police officer from male supervisor's sexual harassment); Brown v. Northeast Nuclear Energy Co., 118 F, Supp. 2d 217, 222-23 (D. Conn. 2000) (nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee). Rather, the type of behavior contemplated by this tort has been much more personal in nature, and often involves the victim's

peculiar susceptibility to emotional distress by reason of some physical or mental condition, or actions by the defendant likely to cause the victim to experience shock or fright of enormous proportions. See Mellaly v. Eastman Kodak Co., 42 Conn. Supp. 17, 597 A. 2d 846 Grant, Richard Solomon, and Robert Nagro is granted as to counts eighteen, nineteen, and twenty-eight and denied as to counts twenty, twenty-one, twenty–two, and twenty-three.

III

The court addresses the motion of defendants Weil, Gotshal & Manges LLP, Mark Hoenig, and David Stone to strike counts thirteen, fourteen, and twenty-eight. (# 196). The court finds that counts thirteen and fourteen, which purport to allege claims of legal malpractice, are obviously defective in that they do not allege any attorney-client relationship between the defendants and plaintiff Yvonne Liebel. The only possible exception is paragraph 182 of count fourteen, which alleges that former plaintiff Alliance Foundation and plaintiff Liebel were "clients" of defendant Stone. This allegation is insufficient. An attorney representing a closely-held corporation such as the Foundation does not necessarily represent the corporation's individual directors, officers, and shareholders. See Mayer-Wittman Joint Ventures, Inc. v. Gunther International, Ltd., Superior Court, judicial district of Stamford-Norwalk at Stamford, Docket No. 134790 (June 6, 1994, Nigro, J.) (9 C.S.C.R. 687). The test is whether there is evidence that the attorney represented the corporate officer in a personal capacity. Id. In the present case, other allegations make clear that stone was representing the corporation of which Liebel was an officer rather than representing Liebel in an individual capacity. (Complaint, Page 7, 10,11,32,173,183.) Accordingly, the court concludes that counts thirteen and fourteen fail to state a cause of action by the plaintiff.

For the reasons stated in section II of this Ruling, the court strikes count twenty-eight, alleging intentional infliction of emotional distress. Accordingly, the court grants the motion to strike by

defendants Weil, Gotshal & Manges LLP, Mark Hoenig, and David Stone in its entirety.

IV

Pursuant to Practice Book Section 10-44, the plaintiff may, within fifteen days, file a new pleading in response to this Ruling provided, of course, that a good faith basis exists for any new allegations (Footnote: As mentioned, supre note 1, the plaintiff has already filed a motion to amend the complaint. By virtue of its timing, this motion is obviously not one filed in response to the court's Ruling. Further, the only aspect of the motion that even arguably relates to the issues discussed above is the plaintiff's request to include "all plaintiffs in all counts except count 28." This request accomplishes nothing because, as stated, the court has already nonsuited all plaintiffs except Yvonne Liebel, who is the subject of this Ruling. Thus, the court will not consider this motion to amend as a new pleading under practice book Section 10-44.

It is so ordered.

/S/_____
Carl J. Schuman
Judge, Superior Court

APPENDIX M
"Defendant's Objection to Motion for Leave to Amend Third Amended Complaint" (By Eugene Grant), 10/9/02

X02 CV 01-0167482-S	:	
YVONNE LIEBEL	:	SUPERIOR COURT
PLAINTIFF,	:	JUDICIAL DISTRICT OF WATERBURY
	:	COMPLEX LITIGATION DOCKET
V.	:	
EUGENE GRANT, ET AL.	:	
DEFENDANT.	:	OCTOBER 9, 2002

DEFENDANT"S OBJECTION TO MOTION FOR LEAVE TO AMEND THIRD AMENDED COMPLAINT

Pursuant to Connecticut Practice Book Sections 9-22, 10-44, 10-59, 10-50, 11-1 and 11-10, defendant Eugene M. Grant ("Grant") hereby objects to the motion of plaintiff Yvonne Liebel ("Liebel") dated September 29, 2002, requesting leave to amend the Third amended complaint in this matter.

The Third Amended Complaint in this matter was served on or about October 24, 2000. Following delays caused by the repeated, and improper, interlocutory appeals by Liebel, Defendant Grant filed a motion to strike on July 16, 2002. This Court, after denying Liebel's attempts to further delay the proceedings through a motion for stay and a motion for continuance, held a hearing on September 27, 2002. Liebel, who is proceeding pro se, did not appear for that hearing. Two days after the hearing, Liebel served the present motion for leave to amend. (Footnote 1: Liebel also included arguments in opposition to the motions to strike of grant, and of other defendants, which will not be addressed since they are moot in light of the October 8 Rulings.) On October 8, 2002, this court issued its Ruling On motion To Strike (the "October 8 Rulings").

Consistent with her past practice, Liebel's motion for leave to amend does not comport with any provisions of the Practice Book. The motion does not even refer to the sections relied upon for authority. Rather, it is a hodge-podge of recycled attacks on the

judicial system and demands that usual procedures be set aside for her benefit. Liebel has also failed to abide by the General Case Management Order concerning requests to adjudicate. This motion should be denied.

By requesting leave to amend, Liebel appears to recognize the fact that there can be no amendments as of right in the present circumstances. See Practice Book Section 10-59. Further, as this Court noted in its October 8 Rulings, Liebel's motion cannot be considered as a substitute pleading under Practice Book Section 10-44. (See October 8 Rulings, p.7, n.2.) Liebel's motion combines elements of Practice Book Sections 10-60 and 9-22, although the motion does not referring to those sections. Liebel's submission does not support relief under either provision, however.

There are three ways a plaintiff may amend a complaint pursuant to Section 10-60: (1) by judicial order; (2) by consent, or (3) by request for leave if no objection is made within fifteen days. Liebel's motion is clearly not consensual. Nor does it qualify under subsection (3) because such request requires that a copy of the amendment be appended and none is submitted here. In any event, defendant grant objects to the entire request.

A court order allowing amendment for is also not appropriate, for several reasons. First, Liebel has failed to specify how the Third Amended Complaint is to be changed. The only substantive reference is the statement, "the plaintiffs wish to further amend their Complaint to include all Plaintiffs in all 28 Counts, with the exception of Count 28 (Intentional Infliction of Emotional Distress) which is not applicable to corporate Plaintiffs." An amendment with such lack of specifity would place defendant Grant in the impossible position of answering a complaint without knowing what it actually said. Further, as this Court pointed out in its October 8 Rulings, previous orders of this Court have nonsuited all corporate plaintiffs, so there are no counts concerning them remaining to amend in the manner Liebel seeks.

Finally, Liebel does not provide any valid reason for amendment at this time. She claims that she was forced to prepare the Third Amended Complaint in a very short time frame in October 2000. However, that was two years ago. Volumes of pleadings have been filed in the meantime, in this Court and various appellate courts. There was more than sufficient time for Liebel to seek amendment of the complaint before now if that were truly necessary. Her present effort is nothing more than a thinly-veiled attempt to avoid the consequences of the previous decision of this court nonsuiting the corporate plaintiffs, the time to appeal of which has long passed. (See Practice Book Section 63-1 (a)). Amendment of the Third Amended Complaint at this late date would prejudice defendant Grant by involving unrelated and confusing issues, thereby stretching out an already unduly lengthy process, which defendant Grant has struggled mightily to bring to final resolution.

Liebel's motion also seeks to cite in additional defendants, including the State of Connecticut and members of this State's Judiciary. A plaintiff dissatisfied with rulings in her case cannot seek to include as defendants the judges who ruled against her, as they are immune from such suits. *Lombard v. Peters*, 252 Conn. 623, 631 (2000); *Dacey v. Dorsey*, 568 F. 2d 275 (2d Cir. 1978) (Footnote 2: defendant Grant does not claim to speak for the parties whom Liebel seeks to cite in. Rather, Grant wishes to identify fully the errors in Liebel's motion in seeking denial of the motion.) Liebel's inclusion of such improper claims demonstrates the frivolous nature of the motion.

Moreover, Practice Book Section 11-10 requires that a memorandum of law be filed in support of any motion to cite in additional parties under section 9-22. Liebel has failed to do so. She cannot incorporate by reference a petition for certiorari to the united States Supreme Court, which deals with different legal issues, to avoid that mandatory provision of Section 11-10.

There is no factual or legal basis for plaintiff Liebel's motion for leave to amend. Granting such a motion will only encourage further abusive filings in this matter by Liebel and prejudice defendant Grant.

WHEREFORE Defendant Eugene M. Grant respectfully requests this Court to deny Plaintiff Yvonne Liebel's motion for leave to amend the Third Amended Complaint.

DEFENDANT
EUGENE GRANT
By_____

Joseph L. Clasen
/S/Thomas J. Donlon
Robinson & Cole LLP
695 East Main Street
Financial Centre
P.O. Box 10305
Stamford, CT 06904-2305
Telephone: (203) 462-7500
Fax: (203) 462-7599
Juris No. 101121

APPENDIX N

"Supplement to Counterclaims and Cross Claims" v. Washington Mutual Bank F.A. et al. (by Yvonne Liebel and General Homes, Inc.) 10/13/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 13, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 39 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: Washington Mutual Bank, F.A vs. Yvonne Liebel, Et al. No. CV-02-0346367
Supplement to Counterclaims and Cross Claims dated October 5, 2002

Dear Robin:

Faxed please find for filing in the above captioned foreclosure matter, Supplement to Counterclaims and Cross Claims filed on October 5, 2002, by the Defendants, Yvonne Liebel and General Homes, Inc. et al. against the Plaintiff, Washington Mutual Bank, and others.

Thank you for your time and attention.

Very truly yours,

/S/
Yvonne Liebel, pro se,
Representative: General Homes, Inc.; DTL-USA, Inc.; Alliance Foundation, Inc.; Alliance Capital, Inc. Alliance International Development Corp.

Cc: Per enclosed Certification

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 13, 2002

Via Fax: (203) 236-8234 (cover plus 38 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8234
Complex Litigation Docket, 400 Grand Street
Waterbury, CT 06702 (Attn. Melanie/ Hon. Sheldon, J./ Shuman, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482
Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed for filing please find a Supplement to Counterclaims and Cross Claims filed in the Danbury Superior Court on October 5,

2002, by Yvonne Liebel and General Homes, Inc. in the case of Washington Mutual F.A. v. Yvonne Liebel et al.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Shareholder, Officer, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.; DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification Page

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A:	**STATE OF CONNECTICUT**
	: DANBURY SUPERIOR COURT
VS.	**:**
YVONNE LIEBEL; GENERAL HOMES, INC. ET AL.	**:**
	: OCTOBER 13, 2002

SUPPLEMENT TO COUNTERCLAIMS AND CROSS CLAIMS

COME NOW, YVONNE LIEBEL and her corporations: GENERAL HOMES, INC.; THE ALLIANCE FOUNDATION, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; AND DTL-USA, INC., (Yvonne Liebel and her corporations shall be referred to from this point forward as the "Alliance Entities"), and present this Supplement to their Counterclaims and Cross Claims in the above-docketed case filed on

October 5, 2002, and incorporate said October 5th document to this Supplement by reference herein, and show unto the Court as follows:

PART I

1. The above-docketed case is before this Honorable Court.

2. Yvonne Liebel, implicated in the above-docketed case, either prosecutes (through the filing of this Supplement to Counterclaims and Cross Claims) or defends (through the above-docketed case) on behalf of herself and/or her corporations.

3. On August 7, 2002, the Plaintiff, Washington Mutual Bank, F.A. (referred to from this point forward as the "Bank") filed a Motion for Default for Failure to Appear against the Defendants, Yvonne Liebel and General Homes, Inc. Certification Page indicated that a copy was mailed to Yvonne Liebel (not to General Homes, Inc.) On August 9, 2002, Temporary Assistant Clerk, Ryan Henry denied the Motion. On August 9, 2002, the Court issued a notice signed by Asst. Clerk, Robert Jackson stating that as to Yvonne Liebel, the Motion was denied as she filed a pro se appearance. As to General Homes, Inc. it was denied, as the certification did not indicate that a copy of the Motion was mailed to that Defendant. Yvonne Liebel did not receive a copy of the Motion from the Bank, nor a notice from the Court on the hearing or its ruling.

4. On August 7, 2002, the Bank filed a Demand for Disclosure of Defense against the Defendant, Casey's Sheet Metal Services, Inc.(referred to from this point forward as "CSM"). On August 13, 2002, CSM filed Disclosure of Defense by virtue of its Mechanics Lien, signed by its counsel, Nancy Onaitis Esposito. On August 16, 2002, the Bank filed against CSM a Motion for Default for Failure to Disclose a Defense. On September 16, 2002, Hon. Comerford, J. granted the Bank's Motion. The Bank and CSM never sent the Alliance Entities a copy of their pleadings. The Court's notice of the hearing scheduled for September 16, 2002, was mailed to wrong

suite number. Yvonne Liebel received the schedule on September 17, 2002, a day after the hearing, and the Court failed to copy the Alliance Entities of its ruling.

5. On August 7, 2002, the Bank filed a change of Appearance from its counsel, Jennifer R. Simboski to new counsel, David F. Borrino. The Bank failed to copy the Alliance Entities.

6. On August 21, 2002, the Bank filed a Motion for Default for Failure to Appear against the Defendant, General Homes, Inc. signed by Attorney Jennifer R. Simbosky. Certification page indicated that a copy was mailed to General Homes, Inc. On September 13, 2002, Asst. Clerk, Robert Jackson denied the Motion for the reason that no supplemental return of service is on file. The Alliance Entities did not receive copies of said Motion nor did they receive a notice from the Court on the hearing or the ruling. On August 21, 2002, the Bank filed a Motion for Default for Failure to Plead against the Defendant, Yvonne Liebel. On September 13, 2002, an Assistant Clerk granted the Bank's Motion (signature on the Order, not legible). The Bank failed to copy the Defendants. The Court failed to send a notice of a hearing nor a notice of its ruling.

7. On September 12, 2002, the Bank filed a Motion for Judgment of Strict Foreclosure and Finding of Entitlement to Possession with a fraudulent exhibit (a partial appraisal of the wrong property, an appraisal on 104 Great Hill Road, Ridgefield, CT., at a value of $440,000, not including 106 Great Hill Road, the subject property, appraised by the Bank at $3,600,000. The Bank, unlawfully and forcefully, holds title to both parcels under a single mortgage. Yvonne Liebel never saw the attached appraisal). The Motion that was signed by Attorney Simboski included a Certification Page stating that a copy was mailed to Yvonne Liebel only. The Bank never mailed a copy of said pleading to Yvonne Liebel. The Court never mailed a notice of a hearing to the Alliance Entities. Any notices that mysteriously arrived, e.g. slipped under the door, or

delivered by a neighbor claiming receipt by error, at the day of the hearing or the day after the hearing, are considered sabotage.

8. Also on September 12, 2002, the Bank filed a List of Order of Law Days in Connection with Motion for Judgment of Strict Foreclosure listing the following order: 1. Yvonne Liebel 2. CSM 3. General Homes, Inc. 4. The Case Manhattan Bank (referred to from this point forward as "Chase") 5. Title Vests in Plaintiff. The above List was signed by Attorney Simboski. Certification Page indicated that a copy was mailed to Yvonne Liebel (not to General Homes, Inc.) Yvonne Liebel did not receive a copy, nor did she receive a notice from the Court.

9. Also on September 12, 2002, the Bank filed a Preliminary Statement of Debt listing the following items: "1. Principal of $2,042,781.43; 2. Interest from February 1, 2002; 3. Any late charges due prior to acceleration; 4. Any other amounts found due under the subject mortgage on account of inspections, property preservation and the like; 5. These amounts are estimates and subject to corrections, additions or amplifications at the time of the hearing on Plaintiff's motion for judgment of foreclosure. Litigation costs, expenses and attorney's fees are not included." The Preliminary Statement of Debt was signed by Attorney, Jennifer Simboski, and the Certification Page indicated that Yvonne Liebel was mailed a copy (not General Homes, Inc.) Yvonne Liebel did not receive a copy, nor did she receive a notice from the Court.

10. On Thursday, October 3, 2002,Yvonne Liebel, puzzled by the lack of activity in the case, called the Court from Birmingham, Alabama for a status report on her Motion to Consolidate and Memorandum of Law with its numerous exhibits. She filed the document on July 31, 2002. The document, totaling 185 pages, alleged fraud by the Bank for invalid and unlawful mortgage documents; invalid and unlawful title to her properties; and invalid and unlawful appraisals. She also called the Court to get a status report on her Motions to Stay filed on August 29 and September 24,

2002, requesting Stay until the Supreme Court of the United States renders a decision on her Petition for Writ of Certiorari.

11. On October 3 Yvonne Liebel was told by the Court Clerk that: 1. On August 19, 2002, her Motion to Consolidate was denied, without memorandum of decision, by Hon. Carrol, J. Yvonne Liebel did not receive a notice of said ruling; 2. That on Monday, October 7, 2002, at 9:30 A.M. Hon. White, J. was scheduled to rule in a short calendar hearing on the Bank's Motion for Judgment of Strict Foreclosure and Finding of Entitlement to Possession of her home. Yvonne Liebel had no knowledge of said pleading nor received a Court notice about the hearing.

12. Under extreme duress, time and financial constraints, Yvonne Liebel filed on Friday night, October 4, a Motion for Continuance on the basis she did not have a copy of the Bank's pleadings and requested continuance for 14 days or until the Supreme Court renders a decision with regard to her representation of her corporation, whichever is later.

13. On Saturday night, October 5, 2002, Yvonne Liebel, angered, anxious, and fearful by the Bank and the Court's conduct, filed Counterclaims and Cross Claims against the Bank, Chase, CSM and the State of Connecticut Judiciary.

14. On Sunday, October 6, 2002, Yvonne Liebel boarded a flight to Hartford, Connecticut to attend the foreclosure hearing on her home and home of the Alliance Foundation, Inc.

15. On Monday morning, October 7, 2002, Yvonne Liebel was present at the Danbury Superior Court, Courtroom #6, Judge White, presiding (the extreme stress Yvonne Liebel was under for the past 3 days caused her severe laryngitis and chest cold to a point she could barely speak) At 9:30 A.M, Hon. White, J. announced that all foreclosure matters be transferred to Courtroom #4, to Hon.

Comerford, J's Court (Hon. White, J. was implicated in the Counterclaims and Cross Claims filed the day before).

16. Exiting Courtroom #6, Yvonne Liebel identified the Bank's Attorney, Bernard McMahon (attorney McMahon had no appearance on file). To Yvonne Liebel's surprise, Attorney McMahon declared to her he was marking "off" the hearing. When asked "Why?" he replied he didn't have all his documents with him. Attorney McMahon was eager to announce to Hon. Comerford, J. about his marking off the hearing. Yvonne Liebel apologized to the Court for her voice and complained about the Bank's conduct, including not receiving any of the Bank's pleadings and its marking "off" the hearing at the last minute after she traveled to Connecticut from Alabama specifically for the hearing. The Court ordered the Bank to coordinate its future pleadings with Yvonne Liebel's travel schedule and that the Bank mails future pleadings to her two addresses on file. McMahon informed Liebel that the marked "off" pleading would have to be reclaimed by the Bank. Attorney McMahon was hurried and uncooperative and seemed utterly surprised by Yvonne Liebel's presence and unprepared to argue a matter as important as taking over her home.

17. Yvonne Liebel served Attorney McMahon with her Motion for Continuance and her Counterclaims and Cross Claims.

18. Yvonne Liebel asked the Court Clerk to copy all pleadings and Court rulings in the file. On October 8, 2002, Yvonne Liebel picked up said copies (on which basis, this document is prepared) and a copy of the transcript from the October 7, hearing.

19. Although there are eight (8) pending related actions, and Yvonne Liebel manages them alone, and although Yvonne Liebel is not an attorney, she always copied all opposing counsel; pro se parties; and members of the Judiciary in all relevant Courts on all her pleadings.

20. It is obvious that Washington Mutual Bank, F.A., one of U.S. largest banking institutions, is making every effort to defraud Yvonne Liebel of her home(s); to defraud General Homes, Inc. of its interest in the property; and to defraud the rest of the Alliance Entities who are direct beneficiaries to these properties of their interest. The Bank's underhanded methods include but are not limited to: Methods detailed in the Motion to Consolidate and Memorandum of Law and other pleadings; Defraud its client through default, by failing to provide copies of its pleadings; Defraud their client and the Court by misrepresenting to the Court a property value of $440, 000 on a partial appraisal, and a debt owed to the Bank of over $2 MM, when the true value of the property exceeds $5 MM. The Bank's fraudulent actions intend to extract favorable Court rulings based on fraudulent misrepresentation and omissions; and when the Bank's counsel is surprised by Yvonne Liebel's presence at the hearing (being unaware of the hearing she is not expected to attend) he simply marks it "off" for the lame excuse he didn't have the entire file. The Bank filed this pleading a month prior to the hearing and had more than sufficient time to prepare. The truth is that attorney McMahon was utterly unprepared and/or unable to argue the Bank's fraudulent position. He was only prepared to an uncontested hearing and to walking away with the properties.

21. Yvonne Liebel charges Chase Manhattan Bank with fraudulent misrepresentation and intent to commit theft, and whatever other charges permitted by Connecticut law for trying to collect on a $100,000 note that was previously paid. Evidence is submitted in the Motion to Consolidate filed by Yvonne Liebel and general Homes, Inc. July 31, 2002, which was made part of the Counterclaims and Cross Claims filed on October 5, 2002, and this supplement pleading.

22. Yvonne Liebel charges Casey's Sheet Metal Services, Inc. and its owner(s) with fraudulent misrepresentation and tampering with her residence air conditioning and heating system; overcharging for a

service that has damages her property; and whatever other charges permitted by Connecticut law for said conduct.

23. Yvonne Liebel charges Attorneys Joyce Morin and Attorney William Barrente with denial of counsel and misrepresentation when they were aware of the problems Yvonne Liebel was experiencing with the Bank, but denied her the assistance that she needed to resolve the problem with the Bank and other matters.

24. Yvonne Liebel charges Brooks Laboratories, Inc. of Norwalk, with charging her thousands of dollars to correct the environmental conditions at her home, concerning air and water, and intentionally denying her from said corrections and causing her physical and emotional damage, disruption of her life, her business, her litigation against the Defendants, and outrageous costs by having to stay in various hotels/motels.

25. It is most unfortunate that this Honorable Court sanctions the Bank's conduct by not providing proper notices to the Alliance Entities; by allowing an Assistant Clerk to default Yvonne Liebel, a pro se litigant, from her residence without a Judge's signature; by not consolidating actions that must be consolidated for complete determination of the facts and for judicial economy; and by not reprimanding the Bank at the October 7, 2002 hearing on its harassment of Yvonne Liebel and its outrageous and fraudulent conduct.

26. Further, on a technicality, Assistant Clerk, Robert Jackson, disallowed default of General Homes, Inc., although, in her appearance, Yvonne Liebel presented to the Court that she represents the Corporation. This is significant because in all other related matters, the Connecticut Courts could not find a single technicality, during three years of litigation, countless pleadings, and two appeals to the U.S. Supreme Court, to prevent them from nonsuiting the corporations because of Yvonne Liebel's representation of the corporations due to her inability to secure

zealous counsel for them. Nonsuiting the corporations on said basis denied them of their claims, not on merit but for lack of counsel, violating the Alliance Entities' right to counsel pursuant to P.B Section "Client-Lawyer relationships" Rule 1.2; their First Amendment, their due process of law; and their access to the courts.

27. The Alliance Entities view the Bank's conduct, in concert with the Courts', as an egregious abuse of power resulting in a rigged litigation and a malicious legal, financial and social lynching of Yvonne Liebel and her corporations, with no relief in sight, and with the unequivocal purpose to cause their destruction.

28. Pursuant to P.B. Section 10-10, the Alliance Entities are therefore summoning Washington Mutual Bank, F.A.; Chase Manhattan Bank; Casey's Sheet Metal Services, Inc.; Brooks Laboratories; Joyce Morin, Esq.; William Barrente, Esq.; Assistant Clerk, Robert Jackson; the Assistant Clerk who granted the Bank's Motion to Default Yvonne Liebel (signature on the Order, not legible); and Danbury Superior Court Judge, Hon. Judge Carroll; "to answer said counterclaims and/or cross claims" on charges applicable with Connecticut law related to actions listed in the original Counterclaims and Cross Claims dated October 5, 2002 and to this Supplement, all of which harm the Alliance Entities.

PART II

Pursuant to P.B. Section 10-10, the Alliance Entities also add the following Counterclaims and Cross Claims against the Waterbury Superior Court, Complex Litigation Docket (referred to from this point forward as the "WCLD"), and against Hon. Michael Sheldon, J.; and Hon. Carl J. Schuman, J., and Court Officer Melanie Dillon; as said Counterclaims and Cross Claims "...arise out of the transaction or one of the transactions which is the subject of the plaintiff's complaint" as follows:

1. On July 2, 2002, Yvonne Liebel filed a two-volume Petition for Writ of Certiorari on behalf of the Alliance Entities, in the Supreme Court of the United States, appealing decisions made by the WCLD, the Danbury Superior Court, and the Chief Justice. A Question before the Supreme Court was the permission for Yvonne Liebel to represent her own corporations due to her inability to secure zealous counsel for them. Hon. Sheldon, J. was well aware of Yvonne Liebel's intent to file said Petition by the July deadline and its subject matter.

2. Prior to the filing of the Petition, Yvonne Liebel filed numerous Motions to Stay and Motions for Continuance in all pending cases, all of which were denied.

3. While Yvonne Liebel, as pro se litigant without the assistance of Connecticut counsel, was amerced in the drafting and redrafting the complex Petition, and simultaneously overwhelmed by an unlawful eviction process from her offices, on June 27, 2002, Hon. Sheldon, J. granted Default for failure to appear to Defendant Eugene Grant ("Grant") against the Plaintiff corporations: The Alliance Foundation, Inc. and Alliance Capital, Inc. Yvonne Liebel was not aware of said hearing, and even if she was, and even if she attended, her attendance as representative of the corporations would not be acceptable to Sheldon, J. The Default was granted in three (3) frivolous actions Defendant Grant filed against said corporations for an alleged debt on notes. He filed the Complaints nine (9) months after Yvonne Liebel and her corporations filed a lawsuit against him and others. The two notes to Alliance Capital, Inc. were fabricated by Grant and contained no signature by the corporation. The Alliance Foundation, Inc.'s note for $100,000 was signed by its CEO, Yvonne Liebel, as part of a more comprehensive agreement between Grant and Liebel for the Foundation. Hon. Sheldon J. also ordered a hearing in damages, knowing full well he would not accept Yvonne Liebel's representation at the hearing on behalf of the corporations; that she would not be able to obtain counsel for the corporations for

the hearing; and that the issue of her representation was pending before the U.S. Supreme Court.

4. On June 27, 2002, Hon. Sheldon, J. also nonsuited the corporations in the original action of The Alliance Foundation, Inc. et al v. Eugene Grant, et al. for not having counsel.

5. It is significant to note here that since September 2001, Hon. Sheldon J. refused to consolidate these three actions with the original action although they stemmed from the same controversy and shared common parties. He also refused to let Yvonne Liebel appear on behalf of her corporations. In addition, he refused to let her join her corporations as defendant in Grant's complaints in order to protect her interests in them and the corporations' own interests, although Connecticut law permits such joinder as a matter of right. Since Sheldon, J. knew that Grant could not win his frivolous lawsuits on the merit, neither could all the other defendants implicated by the corporations in the original action and related actions, he clung to the one flimsy and sorry excuse, the only weak link in Yvonne Liebel's litigation, her not having a law license! From the outset, Hon. Sheldon J. was intent to destroy Yvonne Liebel's corporations to advantage her powerful opponents and cover for their fraudulent actions. In the process, however, he disregarded Connecticut Law and abused his power against a lone, inexperienced and defenseless litigant who is in pursuit of finding her lost companies and their missions, and her lost self.

6. On July 8, 2002, while in Washington D.C. filing the Petition and subsequent supplements, and spending time with her son over the July 4th holiday, Hon. Sheldon, J. held a hearing on damages in the Grant actions. Hon. Sheldon J. awarded Grant $445,179.90 against Alliance Capital, Inc.'s first note, and $7,440.33 against the second note. None of which contained signatures by the corporation. Sheldon, J. also awarded Grant $136, 978.43 against The Alliance Foundation, Inc. Yvonne Liebel learned about said hearing on August 15, 2002.

7. On July 16, 2002, Yvonne Liebel flew to Los Angeles to be with her father who was hospitalized for heart complications.

8. On July 16, 2002, Yvonne Liebel found out about the foreclosure action filed by the Bank, which was mailed to her Los Angeles office.

9. On July 16, 2002, Yvonne Liebel found out that the United States Supreme Court returned her Petition (80 books) to Ridgefield, CT, ordering her to amend the Petition by removing the names of the Corporations from the cover, as she could not represent them. Or, in the alternative obtain counsel admitted to the U.S. Supreme Court Bar. If she didn't, the corporations would lose their right to appeal the eviction and other Connecticut Court decisions. Yvonne Liebel was given until September 17, 2002, to amend the Petition. In total desperation and on sheer faith, she decided that upon return to the East Coast, she would drive to Selma, Alabama, the heart of the Civil Rights Movement, in pursuit of counsel and protection of the corporations' and her constitutional and civil rights.

10. On July 16, 2002 Defendants Grant, Robert Nagro, and Richard Solomon filed a Motion to Strike the Third Amended Complaint in the action against them. On August 15, 2002, Defendants, Weil, Gotshal and Manges LLP, David Stone, and Mark Hoenig filed their Motion to Strike the Third Amended Complaint. By then, all the corporations: The Alliance Foundation, Inc., Alliance Capital, Inc., Alliance International Development Corp., and DTL-USA, Inc. were nonsuited from the Complaint, by Hon. Sheldon, J., leaving Yvonne Liebel, the only remaining plaintiff.

11. On July 31, 2002, in response to the Foreclosure action, Yvonne Liebel filed an Appearance on behalf of herself and General, Homes, Inc. and a Motion to Consolidate the foreclosure action commenced on June 16, 2002, with all actions pending at the WCLD and the Danbury Superior Court. It was a monumental task. She filed a 185

Page document, including testimony and evidence in support of consolidation, as the actions stemmed from the same controversy and shared common parties. Said document was filed in all four (4) pending cases at the WCLD and all four (4) pending cases at the Danbury Superior Court. Copies were mailed to all parties.

12. On August 6, 2002, Sheldon, J. issued a scheduling order in The Alliance Foundation, Inc. et al v. Grant et al. as follows: "In the above-captioned case, preparation for possible settlement or trial shall henceforth proceed on the following schedule: Motion to Strike: 1. By August 30, 2002, the Plaintiffs shall file their opposition to the motion to strike filed by defendants Eugene Grant, Richard Solomon and Robert Nagro. 2. By September 6, 2002, Grant, Solomon, and Nagro shall file a reply brief. Motion to dismiss: 3. By September 6, 2002, the plaintiffs shall provide the court with a list of witnesses, whom they intend to call at the hearing on the motion to dismiss, including their name, address, and the subject of their testimony. The plaintiffs shall also provide a list of documents they intend to submit as evidence. 4. By September 13, 2002, the defendants, Bridge to Brotherhood, Inc., Ira Millstein and Marvin Jacob, shall provide the court with a list of their rebuttal witnesses, including their name, address, and the subject of their testimony, and a list of documents they intend to submit as evidence. Hearing: the hearing on the Motion to Dismiss and the Motion to Strike is scheduled for 9:30 a.m., Friday, September 27, 2002, in courtroom 3A at 400 Grand Street, Waterbury, CT."

13. On August 9, 2002, Sheldon J. issued a corrected scheduling order with regard to the Motion to Dismiss, changing the Defendants date to September 6, and the Plaintiffs to September 13, 2002.

14. On August 12, 2002, Sheldon, J. issued another corrected scheduling order replacing the word Plaintiffs with the word Plaintiff (as he nonsuited the corporations, and Yvonne Liebel remained the only Plaintiff.)

15. On or about August 30, Court officer for Hon. Sheldon, J., Melanie Dillon, called Yvonne Liebel on her cell, to inform her that the Motion to Dismiss was removed from the schedule.

16. On August 19, 2002, unknown to Yvonne Liebel, the Danbury Superior Court Judge, Hon. Carroll, J. denied her Motion to Consolidate the actions. Yvonne Liebel found out about said denial on October 3, 2002, when she randomly called the Court Clerk, requesting a status report. She never received a notice from the Danbury Superior Court.

17. On August 29, 2002, The Alliance Entities filed Motions to Stay with the WCLD, in all four pending cases listing a number of compelling reasons, including the need to focus on amending their Petition for Writ of Certiorari pending U.S. Supreme Court decisions, and which decisions could alter adjudication results of the WCLD and the Danbury Superior Courts. Motions to Stay were filed in all cases. Copies of the Motion were mailed to all parties.
18. On September 14, 2002, The Alliance Entities filed an amended Petition for Writ of Certiorari with counsel for the corporations, the distinguished Selma, Alabama civil rights attorney, J.L. Chestnut, Jr., Founder of Chestnut and Sanders, et al. The new Petition for Writ of Certiorari implicated the Bank and certain number of its members in the unlawful foreclosure action; Chase Manhattan Bank, and Casey's Sheet Metal Services, Inc. Copies were served on opposing counsel and pro se parties, with courtesy copies to all Courts.

19. On September 24, 2002 at 1:10 A.M Yvonne Liebel filed a second Motion to Stay with the WCLD when she did not hear from the Court about her Motion to Stay of August 29.

20. On September 24, 2002 at 11:00 A.M. Central Time, while in Montgomery, Alabama, Yvonne Liebel received a call on her cell phone from Court Officer Melanie Dillon who:

a. Apologized to Yvonne Liebel for her not receiving the computer generated Notice denying her Motion to Stay, as it was sent to 54 Danbury Road, Ridgefield, CT 06877 (wrong address), blaming the judicial system computerized network for the error. To date, all communications with the WCLD, including any computerized notices, were mailed and/or faxed by to both addresses listed on Yvonne Liebel's appearance form, none of which are the Danbury Road address.

b. Informed Yvonne Liebel that on September 3, 2002, Hon. Sheldon J. was transferred to Hartford Superior Court and Hon. Shuman J. took his place, on order of the Administrative Judge, Hon. Langenbach, J. in Hartford. This is the second transfer of judges within the Complex Litigation Docket (the Defendants' primary stated reason for transferring the case from the Danbury Superior Court to the Complex Litigation Docket was the need for one judge to oversee the cases). The first transfer occurred after the Alliance Entities filed their first Petition for Writ of Certiorari in July 2001complaining about violations of their constitutional rights by the Court. In September 2001, Hon. Tierney, J. was transferred from the Stamford Complex Litigation Docket to the regular docket and the cases were transferred to Hon. Sheldon, J. at the WCLD.

c. Informed Yvonne Liebel that on the day Hon. Schuman J. took office, September 3, 2002, he denied the Motion to Stay without a Memorandum of Decision. Yvonne Liebel never received a copy of said denial.

d. Informed Yvonne Liebel that on Friday, September 27, Hon. Shuman, J. planned s to rule on her second Motion to Stay filed on September 24.

e. Informed Yvonne Liebel that on September 30, 2002, the Court planned to hear the Defendants' Motions to Strike and to disregard prior notices.

f. Ordered Yvonne Liebel to file a response to Defendant Eugene Grant's Motion to Strike dated July 16, 2002 and a response to Defendants' Weil, Gotshal and Manges, LLP et al. Motion to Strike dated August 15, 2002, in preparation for the September 30, 2002 hearing. She also strongly recommended that Yvonne Liebel attend the September 30, hearing. The Defendants' Motions to Strike and Memoranda of Law were approx. 30 Pages each.

21. On September 24, 2002, Yvonne Liebel asked Court Officer Melanie Dillon to fax to her the Court's order (Schuman, J.), denying her Motion to Stay, since she never received a copy.

22. On Thursday, September 26, 2002, the Alliance Entities filed with the WCLD (Schuman, J.) a Motion for Continuance with regard to the September 30, 2002, hearing, listing point #7 above in its entirety, and providing the following compelling reasons: a. being in Alabama and focusing on issues concerning her Petition to the U.S. Supreme Court; b. the short time remaining before the September 30 hearing without Connecticut Counsel to help her respond to such important pleadings as the extensive Motions to Strike; c. pending U.S. Supreme Court decision that could affect the WCLD's adjudication results. She wrote: "The Waterbury Complex Litigation Docket's decision (Sheldon, J.), dated June 27, 2002 to non-suit the corporate Plaintiffs due to not having zealous counsel to represent their claims; nor to allow the Plaintiff, Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Holding a hearing on Motions to Strike prepared by a cadre of New York/Connecticut attorneys without proper notice and without counsel for the corporations, while the issue of representation in said cases is pending before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her

corporations, and shall carry grave consequences to adjudication results."

23. On Friday, September 27, 2002, the WCLD faxed Hon. Schuman, J.'s hand written order on her Motion for Continuance filed on September 26, 2002: "Denied. The Plaintiff cannot wait until the last day and afternoon before the hearing to request a continuance, especially on the tenuous grounds presented, when she had notice of the hearing since August 12, 2002, when the Court issued the scheduling order for this matter. Schuman, J. 9/26/02" (Yvonne Liebel has to wonder as to what Judge Comerford at the Danbury Superior Court should have said and done when the Bank's counsel marked "off" its own motion on the morning of the hearing, taking over a litigant's home, with the lame excuse he didn't have all his documents with him; considering that Yvonne Liebel traveled from Alabama to Connecticut to attend said hearing; when the Bank had a month to prepare for the hearing; and having countless attorneys to prepare the file for an argument!) Hon. Schuman J. conveniently ignored Yvonne Liebel's prior pleadings requesting to postpone the hearing; the length and severity of the subject documents filed by the Defendants; pro se litigant; and the fact that the denial of her August 29 motion was mailed by the Court to the wrong address, at no fault of Yvonne Liebel, robbing her of precious time to prepare an argument in defense of her claims.

24. Immediately following receipt of the Court's Order, on September 27, Yvonne Liebel began drafting a Motion for Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike, to the best of her ability.

25. On Sunday night, September 29, 2002, at 9:53 P.M., upon completion, Yvonne Liebel faxed from Birmingham, Alabama to the WCLD her Motion for Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike. It wasn't humanly possible for her to physically attend the September 30th, Monday morning hearing. The Motion for leave to Amend asked

the Court to amend the Complaint to include the Bank and others in the above docketed-case, including the State of Connecticut and its members of the Judiciary as defendants in the case, and to add all Plaintiffs in the Third Amended Complaint to all causes of actions.

26. On Monday, September 30, 2002, Melanie Dillon faxed the following Message: " Facsimile filings must be accompanied by facsimile filing cover sheet. The court will not accept fax filings that are not accompanied by a fax filing cover sheet. The Court will discard fax filings that are not in compliance with the rules. Please read the attached procedures and technical Standards for electronic filings. A fax filing cover sheet is also attached for your convenience."

27. On October 1, 2002, Yvonne Liebel re-faxed the September, 24, September 26, and the September 29 pleadings with the WCLD's cover page containing the following note: "This is the first time the Complex Litigation docket requested this fax filing cover page in order to validate documents. A detailed cover sheet was faxed to the Court with the first transmissions."

28. On Thursday, October 3, 2002, Yvonne Liebel called Melanie Dillon to find out about the outcome of the hearing on Monday, September 30, following the Court's receipt of her Motion to Leave to Amend and Response to the Defendants' Motions to Strike. Shocked beyond words, Yvonne Liebel heard Dillon say that the Court (Schuman, J.) held the hearing on the Defendants' Motions to Strike on Friday, September 27, 2002, in accordance with its original order. Both Melanie Dillon and Hon. Schuman, J. knew that Yvonne Liebel was aware of only one hearing date on the Motions to Strike. September 30!! Both Dillon and Hon. Schuman, J. lied to her about the hearing! It became crystal clear that this new Court maneuver was designed to predate her "Motion to Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike" in order to avoid her defense against the Defendants' Motions. Yvonne Liebel felt ill!

29. On October 3, 2002, Yvonne Liebel received the Defendant's Eugene Grant's "Amended Request for Production of Documents to Plaintiff Yvonne Liebel". The first one was received the day before.

30. On October 6, 2002, Yvonne Liebel flew to Connecticut to attend the October 7, foreclosure hearing at the Danbury Superior Court.

31. On October 9, Melanie at the WCLD faxed to Yvonne Liebel the Court (Schuman, J.) ruling on her Motion to Stay filed on September 24, 2002: " The Motion to Stay the case is denied. The plaintiff is reminded that: 1) she must follow the procedures in paragraph four of the general case Management Order in order to request adjudication of any motion (His Honor refers to the fax cover page, no doubt!) 2) she must file a new appearance if she has changed her address from that which she originally provided in her complaint or any appearances, and (His Honor must be referring to the Danbury Road address which the WCLD never used, as it is not listed on Yvonne Liebel's appearance form) 3) the Court will not accept pleadings from the plaintiff for any cases other than Docket Number (X02) CV-01-0167482-S (the cases his honor is dismissing are still on appeal with the U.S. Supreme Court). It is so ordered. October 8, 2002.

32. On October 9, Melanie also faxed to Yvonne Liebel, the Court (Schuman, J.) ruling on the Motions to Strike.

33. When the WCLD (Sheldon J.) nonsuited the Plaintiff corporations for lack of counsel, he eliminated the majority of the twenty-eight counts in the Third Amended Complaint, not on merit, and released all the Defendants, except the Defendant Eugene Grant from all claims, except one, Count 28, "Intentional Infliction of Emotional Distress." At the September 27/30 hearing on the Motions to Strike, the Defendants having no opposition, and Hon. Schuman, J., having no regard to the Motion to Leave to Amend and Response to the Defendant Motions to Strike, detailing the

circumstances surrounding the Third Amended Complaint; and having no regard to the Motions to Stay filed on August 29 and September 24; nor to the Motion for Continuance filed on September 26, 2002, further eliminated all other counts against the Defendants, including Count 28. Hon. Schuman, J. left only 4 Counts against the Defendant, Eugene Grant: 1. Breach of Partnership Agreement brought by Yvonne Liebel and The Alliance Foundation, Inc.; 2. Promissory Estoppel, brought by Yvonne Liebel; 3. Breach of Contract, brought by The Alliance Foundation, Inc. and Yvonne Liebel; and 4. Breach of Contract, brought by Yvonne Liebel, Alliance Capital, Inc., and General Homes, Inc. Since the Corporations were nonsuited, even the 4 remaining Counts are now crippled. Assuming that the Connecticut Courts will continue with this conduct, it is doubtful that Eugene Grant would even be held liable to these 4 Counts.

34. The "Butchering" of the Third Amended Complaint by the Connecticut Courts is further substantiated by Hon. Schuman J.'s opening statement of his Order: "The pro se plaintiff has filed a Third Amended Complaint that is approximately 114 pages long, contains 307 paragraphs, includes twenty-eight counts, and names twelve defendants. Two groups of defendants, comprising a total of six of the defendants, have filed motions to strike (footnote: Although the pro se plaintiff failed to file a memorandum in opposition to either motion to strike by the deadline for doing so, and failed to appear for oral argument on these motions, the applicable Practice Book rule no longer provides, as it formerly did, that any party who fails timely to file a memorandum in opposition to the motion to strike shall be deemed by the Court to have consented to the granting of the motion. See Hughes v. Bemer, 200 Conn., 400, 402, 510 A.2d 992 (1986); of Practice Book Section 10-42 (b) (2002). Further, on October 1, 2002, four days after the oral argument, the plaintiff did file a combined motion to amend the Complaint and response to the motions to strike, which the court has read. In view of these factors, and out of an abundance of caution, the Court has not granted these motions based on the

plaintiff's default, but rather has decided them on the merits.) The Court initially rejects the argument, made by all defendants, that the causes of actions and parties have been misjoined. Judicial policy favors litigation of related controversies in a single action. See Veits v. City of Hartford, 134 Conn. 428, 436, 58 A.2d 389 (1948). This voluminous case is better managed as one than as the many cases into which it could be separated. Although in a narrow, technical sense, some of the counts involve different transactions, in a broader sense all of the counts involve "transactions which grew out of the subject matter in regard to which the controversy has arisen," Practice Book Section 10-22, namely, the pattern of dealings with the nonsuited plaintiff Alliance Foundation. Further, the Court finds that the separate counts, though they name different defendants or groups of defendants, are sufficiently connected that they "affect all parties to the action." Practice Book Section 10-21. Thus, there is no misjoinder of parties. See Viets v. City of Hartford, supra, 435-35; Zweeres v. Pashalinsky, 7 Conn. Supp. 45 (1945)."

Hon. Schuman, J., argues in favor of consolidation as all causes of actions stemmed from "the pattern of dealings (by the Defendants') with the nonsuited plaintiff Alliance Foundation." Therefore, when Hon. Sheldon J. refused to consolidate related actions and later nonsuited the Alliance Foundation, Inc. and its related corporations, he in essence destroyed the entire Third Amended Complaint.

When Hon. Schuman, J. sent his denial of the August 29, Motion to Stay, to the "wrong" address; and when he denied Yvonne Liebel's second Motion to Stay of September 24; and when he denied her September 26 Motion for Continuance; and when he predated the hearing to September 27, denying Yvonne Liebel defense against the Defendants' Motions to Strike, he destroyed the Alliance Entities' remaining causes of action.

Although the WCLD's two Judges delivered the final blow to the Plaintiffs' Third Amended Complaint, the destruction of the

Case and its related actions began with Administrative Judge Langenbach, J. when in October 2000, he forced a transfer from the Danbury Superior Court, where proper venue lies, to the Complex Litigation Docket, while failing to transfer all related actions to the Complex Litigation Docket fracturing the litigation; and later by subsequent Judges at the Danbury, Appellate and Supreme Courts, who failed to consolidate these actions. In pursuit of consolidation, Yvonne Liebel filed countless pleadings, but the Courts made every effort to keep them separated, contrary to Connecticut Rules of Procedure and to the detriment of the Plaintiffs' claims.

35. Although Yvonne Liebel is not going to address in this documents each and every cause of action eliminated by Hon. Schuman, J. She will address his elimination of Count 28, "Intentional Infliction of Emotional Distress" brought against all Defendants, in order to demonstrate the extent of the injustice done to the Plaintiffs by his Court.

If Hon. Schuman J. indeed did his homework and applied, as he stated, "an abundance of caution" to his decision, he had to rely on more current documents filed in this ongoing conspiracy case, than only the Third Amended Complaint written over two and a half years ago, without legitimate counsel. He must have read the Petition for Writ of Certiorari filed by Yvonne Liebel in the Supreme Court of the United States on July 2, 2002, specifically the "Ode to the Defendants" that opened the Statement of the Case, as it clearly relates to "Intentional Infliction of Emotional Distress." If his Honor didn't read the Petition, he didn't do his homework, and should withdraw his order! If he read the Petition, he certainly couldn't write this Order:

" Viewing count twenty-eight in a light most favorable to the plaintiff, the count alleges that the defendants engaged in conspiratorial, predatory efforts to cut off funds to and take control of a closely-held corporation of which the plaintiff was the founder and president. These allegations do not suffice. Generally, courts

applying Connecticut law have found that the loss of business or employment opportunities, even when based on improper motives, do not constitute the type of extreme behavior described above. See Franco v. Yale University, 161 F. Supp. 2d 133, 141-42 (D, Conn. 2001) (medical school's conduct disenfranchising surgeon): Russo v. City of Hartford, 158 F. Supp. 2d 214, 226-27(D. Conn. 2001) (conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information); Miner v. Town of Cheshire, 126 F. Supp. 2d 184, 194-5 (D. Conn. 2000) (town's alleged refusal to protect female police officer from male supervisor's sexual harassment); Brown v. Northeast Nuclear Energy Co., 118 F, Supp. 2d 217, 222-23 (D. Conn. 2000) (nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee). Rather, the type of behavior contemplated by this tort has been much more personal in nature, and often involves the victim's peculiar susceptibility to emotional distress by reason of some physical or mental condition, or actions by the defendant likely to cause the victim to experience shock or fright of enormous proportions. See Mellaly v. Eastman Kodak Co., 42 Conn. Supp. 17, 597 A. 2d 846 91991) (employer humiliating a recovering alcoholic); Whelan v. Whelan, 41 Conn. Supp. 519, 588 a.2d 251 (1991) (husband falsely informing wife that he has AIDS); Brown v. Ellis, 40 Conn. Supp. 165, 167-68, 484 A.2d 944 (1984). The plaintiff's allegations do not involve conduct of this sort. Accordingly, the court grants the motion to strike count twenty-eight of the complaint."

Since Yvonne Liebel is unable to copy the Three-Volume Petition into this document, she will only copy the "Ode to the Defendants/Respondents" for his Honor, to help him determine if Yvonne Liebel's "Intentional Infliction of Emotional Distress" rises to the " ...type of behavior... more personal in nature, and often involves the victim's peculiar susceptibility to emotional distress by reason of some physical or mental condition, or actions by the

defendant likely to cause the victim to experience shock or fright of enormous proportions."

His Honor presents in his argument such examples as the:

1."Medical school's conduct disenfranchising surgeon"; or the

2. "Conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information"; or the

3."Town's alleged refusal to protect female police officer from male supervisor's sexual harassment"; or the

4. " Nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee"; or the

5."Employer humiliating a recovering alcoholic."; or the

6."Husband falsely informing wife that he has AIDS."

The above cases were awarded their claims to " Intentional infliction of Emotional Distress" on the basis of each of these individuals being subjected to a single wrongdoing. But what would the Court's remedy be if a single individual was subjected to all six wrongdoings, or Seven, or Eight, or Nine...? Is there a cause of action that adequately compensates Intentional Infliction of Emotional Distress of such magnitude?

ODE TO THE DEFENDANTS /RESPONDENTS

They took away so cleverly, her mission and inventions,
mocking years of faith and trust in cruel conspiracy to silence,
to leave her searching endlessly as mother for her child.
They took away her documents, her photos and her tapes,
to wipe away all memory, erase the chance to prove her case,

As they were many, she was one;

They held their secret ex-parte to justify their plotted deeds,
leaving Judges deaf to her, her pleadings, to her creed.
They transferred her from here to there, denied her counsel and her
fare, delayed proceedings everywhere; They schemed and spun
convincing tales, and with efficient rumor cells, destroyed her
Name, her fame, her family, and all she loved was game,

As they were many, she was one;

They poisoned her air, contaminated her well, they
tampered with communications and her mail, to cause to abandon
her home and land like the vagabond in cities grand. They cut her
livelihood and squandered her funds, diminishing her credit and
possessions; And like the vultures on their prey, prepared to pounce
with aggression. They took away her poems book, with writings for
eternity, her license and her passport books, to strip her of identity,

As they were many, she was one;

They shocked, and bribed and threatened her alliances, so no
one dared extend a hand, to isolate, to segregate, to separate,
to...fumigate. And some day, in cowardice, when it is just
appropriate, they'll pierce her body with a bullet,
to help secure their final gate,

As they are many, she is one;

But as she's laid to rest in old Belle Reve, there, under the Willow tree, by the Norwalk River pond the Heron likes to grace, They'll know they couldn't take, her gift, her soul, her vision's Peace; Take back what's history,

As truth, forever and eternally, shall always make Majority!

The following is a comparative analysis as it relates to the case law presented in Hon. Schulman, J.'s argument:

1. As to the "Medical school's conduct disenfranchising surgeon"- For the past five years Yvonne Liebel has been disenfranchised from the very corporations she gave birth to over 12 years ago which combined her vision, personal ideology, her knowledge of business and philanthropy, and her unique background. The corporations' missions were her calling. The Defendants' actions further disenfranchised Yvonne Liebel from her livelihood; her friends; her community; her associates; and her family.

2.As to the "Conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information" There are numerous exhibits in the file that point out to the extreme and covert measures the Defendants used to implement their efforts to assassinate Yvonne Liebel's personal and professional character and the methods of public distribution used for their propaganda. The Defendants' success can be measured by comparing where Yvonne Liebel's vibrant companies were five years ago, and where they are today. Their success can also be measured by what the Defendants have today, that they didn't have then, a newly created charity that unlawfully supplanted the Alliance Entities and their assets, including but not limited to theft of their intellectual properties.

3.As to the "Town's alleged refusal to protect female police officer from male supervisor's sexual harassment"- Yvonne Liebel is not certain as to what is the legal definition of "sexual harassment", However, if in layman's terms "sexual harassment" means that someone abused certain trust and confidence placed in him/her to infringe on or violate someone else's rights, to the abuser's inured benefit, and to the detriment of the abused, than Yvonne Liebel was egregiously harassed and abused by the Defendants and their moles', both sexually and otherwise. For example: when close associates put pressure on Yvonne Liebel to pursue a personal and intimate relationship, only to later find out that the relationship was a set-up and that said individual had no personal interest in her whatsoever, only to gain access to her thoughts, plans, and actions so he could covertly destroy them, which he did, to the Defendants' advantage. This and other types of horrific set-ups are daily occurrences. A normal individual cannot guard against such set-ups, as this would mean turning one's back against everything that encompasses the human belief system. But the painful residue is there. Yvonne Liebel who used to be open and trusting and sharing and confiding, is no longer that person. Her injuries run deep.

4. As to the " Nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee." – Corporate and Securities Laws provide each and every company with fundamental internal procedures. The Alliance Corporations' internal procedures as they rely on such laws have been mutilated and discarded by the conspiratorial actions of the Defendants. Their conduct revoked any and all of Yvonne Liebel's rights within the very companies she founded and devoted her life to, derailing her dreams and aspirations while the Defendants celebrate their road-kill as they continue to rely on their collective judicial, social and financial influence.

5. As to "Employer humiliating a recovering alcoholic." -

Yvonne Liebel experienced nothing but shock and humiliation in the past five years as a result of losing all contributors to her charitable organization, loss of her friends, neighbors, and associates, resulting from the Defendants' assassination of her personal and professional character. What was worse, that the Defendants operated in the shadows. Yvonne Liebel could not defend her position, as no one would say anything derogatory openly to her. She could only measure the disaster through subtle, polite and quite betrayals.

6. As to "Husband falsely informing wife that he has AIDS"-The number of lies, false statements, and fraudulent misrepresentations Yvonne Liebel was subjected to since she invented the formula for the second IRS private letter-ruling in late 1994, by men and women with whom she shared her innermost moments, thoughts, feelings and experiences, are probably in the thousands. Their collective effort, voluntary or induced, altered Yvonne Liebel's life and psyche beyond recognition. The horrific physical and emotional aftermath shall remain with her for the rest of her life.

As to examples 7, 8, 9... from Yvonne Liebel's own situation caused by the Defendants:

7. Since February 2001, Yvonne Liebel is unable to live in her home more than a few days at a time, due to contaminated water and air. She has been living out of hotels/motel rooms, or out of her car at an overwhelming expense and discomfort, from where she prepares Court pleadings.

8. She worries continuously about theft of her documents due to prior experiences with the Defendants

9. She continued to maintain, her mortgage, car, property tax, and other payments although the defendants sabotaged her income or possibilities for refinancing, sabotaged her mail

(payments made on insurance policies, her car, and other important securities would be returned in order to cause cancellations, etc.). She discontinued the mortgage payments a few months ago to induce action by the Bank to correct their documents and properly refinance her home.

10. Due to this vicious litigation, in July 2001, her father had a stroke accompanied by many complications. She spent (off and on) several extremely difficult months with her parents in and out of hospitals while still maintaining her on-going communications with the Courts.

11. Continuously anxious about keeping up with an army of Connecticut and New York lawyers, without counsel, and with a judicial system that is hostile to her; and the intense preparation of pleadings to the Connecticut Courts and Petitions to the United States Supreme Court, under unfavorable deadlines, operating from the road (Kinko's, Mail Boxes, etc.)

12. She no longer has personal, business, social, or family life (since 1997).

13. Under these extreme conditions and with excruciating effort she keeps a positive and cheerful image to members of her family to allow them to maintain some normalcy in their own lives.

14. Under these extreme conditions and with excruciating effort she tries to maintain her dignity as a mother, as a professional and as a woman.

In conclusion: When all six case laws cited by Hon. Schuman, J., can be applied to a single litigant, including a host of other examples, it points to a scope and severity of "Intentional Infliction of Emotional Distress" that exceeds the standards set by the Court.

36. The conduct of the Complex Litigation Docket has long been contested by the Alliance Entities. However, for Yvonne Liebel, who is not attorney, it is not clear as to how to proceed when the Court itself openly obstructs justice as it manipulates flimsy procedures to justify its conduct. The cruel reality that emerges from the Court's infantile smoke screen is that while the Court succumbs to Yvonne Liebel's powerful opponents, it delivers horrific blows to her legal, constitutional, financial, and social rights and conditions and to those of her corporations.

37. Therefore, the Alliance Entities reiterate the following: Since the lead count in their Third Amended Complaint is a "Conspiracy to Destroy a Business", connected to theft of Yvonne Liebel and her Corporations' assets by the Defendants; and since the litigation process is being short circuited by the WCLD, making the Court a party to said cause of action, the Alliance Entities view the Court's conduct as an egregious abuse of power resulting in a rigged litigation and the lynching of Yvonne Liebel and her corporations, with no relief in sight, with the unequivocal intent to cause their ultimate destruction.

38. Pursuant to P.B. Section 10-10, the Alliance Entities are therefore summoning the WCLD; Hon. Sheldon, J.; Hon. Schuman, J.; and Melanie Dillon; "to answer said counterclaims and/or cross claims" on charges applicable with Connecticut law related to actions listed in the original Counterclaims and Cross Claims dated October 5, 2002 and to this Supplement, all of which irreparably harmed the Alliance Entities.

39. The original Counterclaims and Cross Claims and this Supplement are hereby filed in each of the remaining 7 cases pending in the Waterbury Superior Court, Complex Litigation, Docket and the Danbury Superior Court (Danbury: CV 00 0338142 S; SP02-10636; CV 98 0333546 S; CV 02 0346367 S. Waterbury: (X02)

CV-01-0167482; (X02) CV-01-0167556; (X02) CV-01-0167457; (X02) CV-01-0167458) and now also pending in the Supreme Court of the United States.

Dated at Danbury, Connecticut, October 13, 2002.

THE DEFENDANTS,
YVONNE LIEBEL AND GENERAL HOMES, INC.;
THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite
101,Beverly Hills, CA 90211
P.O. Box 1153, Ridgefield, CT 6877
106 Great Hill Road CT 06877
Cell: 310-435-0769
Tel: 310-657-2771 Fax: 310-657-2731

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A: STATE OF CONNECTICUT

: DANBURY SUPERIOR COURT

VS. **:**

YVONNE LIEBEL; GENERAL HOMES, INC. ET AL. **:**

: OCTOBER 13, 2002

STATEMENT OF DEMAND

The amount, legal interest or property in demand is $15,000 or more, exclusive of interest and costs.

THE DEFENDANTS,
YVONNE LIEBEL AND GENERAL HOMES, INC.;
THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101,
Beverly Hills, CA 90211
and
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106 Great Hill Road CT 06877
Cell: 310-435-0769 Tel: 310-657-2771
Fax: 310-657-2731

CERTIFICATE OF SERVICE

This is to certify that I have on the 13th day of October 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon all pro se parties and counsel of record:

(See attached 2 Certification Pages)

APPENDIX O
"Counterclaims and Cross Claims" v. Eugene Grant et al.
(By the Alliance Entities) 10/14/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 14, 2002

Via Fax: (203) 236-8234 (cover plus 38 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8234
Complex Litigation Docket, 400 Grand Street
Waterbury, CT 06702 (Attn. Melanie/ Hon. Sheldon, J./ Shuman, J.)

Re: Eugene M. Grant vs. The Alliance Foundation, Inc. No. (X02) CV-01-0167556
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167457
Eugene M. Grant vs. Alliance Capital, Inc. No. (X02) CV-01-0167458

Dear Sir/Madam:

Faxed for filing please find Counterclaims and Cross Claims against the Plaintiff, Eugene M. Grant and others, by the Alliance Entities.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Shareholder, Officer, Founder and CEO:
The Alliance Foundation, Inc.
Alliance Capital, Inc.
General Homes, Inc.; DTL-USA, Inc.
Alliance International Development, Inc.

CC: per Certification Page

Docket Number: (X02) CV 01-0167458 S
(Also filed in (X02) CV 01-0167457 S and (X02) CV 0167556 S)

EUGENE M. GRANT	**: STATE OF CONNECTICUT**
VS	**: WATERBURY SUPERIOR COURT**
	: COMPLEX LITIGATION DOCKET
ALLIANCE CAPITAL, INC.	**: OCTOBER 14, 2002**

COUNTERCLAIMS AND CROSS CLAIMS

COME NOW, YVONNE LIEBEL and her corporations: THE ALLIANCE FOUNDATION, INC.; GENERAL HOMES, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; AND DTL-USA, INC., (Yvonne Liebel and her corporations shall be referred to from this point forward as the "Alliance Entities"), and present their Counterclaims and Cross Claims in the above-docketed case and show unto the Court as follows:

1. The above-docketed case is before this Honorable Court.

2. Yvonne Liebel, implicated in the above-docketed case, either prosecutes (through the filing of these Counterclaims and cross Claims) or defends (through the above-docketed case) on behalf of herself and/or her corporations.

PART I

3. Pursuant to P.B. Section 10-10, the Alliance Entities are implicated in the above matter as their counterclaims and cross claims " arise out of the transaction or one of the transactions which is the subject of the plaintiff's complaint" by virtue of the plaintiff's ("Grant") fraudulent claim to collect on a note, and to that end, his fraudulent misrepresentations and conspiracy to destroy the Alliance Entities. Said conduct by Grant adversely affected and continues to adversely affect the Alliance Entities' operations; financial solvency; their litigation against all opposing parties; and their corporate and personal missions, as more specifically described in the Exhibits below. Therefore the Alliance Entities bring the claims listed below against Grant and others who participated with Grant to harm the Alliance Entities.

4. Pursuant to P.B. Section 10-10: " and if necessary, additional parties may be summoned in to answer any such counterclaim or cross claim". The Alliance Entities are therefore summoning: Sandy McArthur; Paul Rossitto; Ridgefield Bank; Gary Smith; Reynolds and Rowella, LLP; Thomas F. Reynolds; Rene Heinecke; The Visiting Nurse Association of Ridgefield, Inc.; Helena Nicholas; Joyce Ligi; Eugene Grant; Robert Nagro; Richard Solomon; Weil, Gotshal and Manges LLP; Bridge to Brotherhood, Inc.; Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; PricewaterhouseCoopers LLP/Kesselman and Kesselman; Brooks Laboratories, Inc.; The State of Connecticut, including but not limited to: Attorney William Barrente; Attorney Joyce A. Morin; John R. Williams, Esq.; Stephen Fogerty (counsel for Ridgefield

Bank) the law firm of Reiner and Reiner (counsel for Washington Mutual Bank); Ridgefield's Marshal, James E. Sullivan; Chief Justice, William J. Sullivan; Acting Chief Justice, David M. Borden; Chief Clerk, Appellate/Supreme Court, Francis J. Drumm, Jr.; Chief Clerk, Danbury Superior Court; Administrative Judge, John J. Langenbach; Danbury Superior Court, Judge Adams; Danbury Superior Court, Judge Arthur Hiller; Danbury Superior Court, Judge White; Danbury Superior Court, Judge Ginnochio; (Referred to from this point forward as the "Judiciary"), and the Ridgefield Postmaster.

5. In support of their Counterclaims and their Cross Claims, the Alliance Entities enter hereto and incorporate by reference herein the following documents:

i. Exhibit A, Third Amended Complaint filed on October 24, 2000 at the Danbury Superior Court at Danbury, Connecticut.

ii. Exhibit B, Motion to Consolidate the above-docketed case with all pending related cases at the Danbury Superior Court and the Waterbury Superior Court, Complex Litigation Docket filed in this Court by the Alliance Entities on July 31, 2002 (Danbury: CV 00 0338142 S; SP02-10636; CV 98 0333546 S; CV 02 0346367 S. Waterbury: (X02) CV-01-0167482; (X02) CV-01-0167556; (X02) CV-01-0167457; (X02) CV-01-0167458.

iii. Exhibit C, "Motion for Leave to Amend Third Amended Complaint and Response to the Defendants Motions to Strike" filed by the Alliance Entities on September 29, 2002 in the Waterbury Superior Court, Complex Litigation Docket;

iv. Exhibit D, All pleadings filed in all cases and in all Courts including the two appeals and Brief filed in the Connecticut Appellate/Supreme Court beginning November 2000;

v. Exhibit E, Two Petitions for Writ of Certiorari filed with the Supreme Court of the United States: Petition No. 01-158 filed on July 31, 2001, and Petition No. 02-431 filed on July 2, 2002;

vi. Exhibit F, Counterclaims and Cross Claims filed on October 5, 2002, and Supplement to Counterclaims and Cross Claims filed on October 13, 2002 by the Alliance Entities in the matter of Washington Mutual Bank F.A. v. Yvonne Liebel and General Homes, Inc. et al, at the Danbury Superior Court;

vii. Exhibit G, Counterclaims and Cross Claims filed by the Alliance Entities in the matter of Rene Heinecke v. Yvonne Liebel, filed by the Alliance Entities on October 13, 2002 at the Danbury Superior Court.

viii. Exhibit H, Counterclaims and Cross Claims filed by the Alliance Entities in the matter the Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. at the Waterbury Superior Court, Complex Litigation Docket.

6. The Alliance Entities are therefore bringing the following Counterclaims and Cross claims against the Bank and all parties named in Points 3 and 4 of this document and charge them with the following Counts, as applicable to each party, and as more specifically described in testimony and evidence exhibited in Exhibit A (Third Amended Complaint): First Count – Conspiracy to Destroy a Business; Second Count- Breach of fiduciary duty; Third Count- Waste and Squandering of Corporate Assets; Fourth Count- Willful Mismanagement; Fifth Count- Fraudulent Misrepresentation; Sixth Count- Tortuous Interference with Financial Expectation; Seventh Count- Legal Malpractice/Conflict of Interest; Eighth Count- Breach of Non-Disclosure agreement/Fraudulent misrepresentation; Ninth Count- Aiding and Abetting in Conspiracy to Destroy a Business; Eleventh Count- Tortuous Interference with Business Relationships; Twelfth Count- Constructive Fraud; Thirteenth Count- Legal Malpractice/Breach of

Attorney client/ privilege/ Misrepresentation; Fourteenth Count- Legal Malpractice/Breach of Attorney Client Privilege/Fraudulent Misrepresentation; Fifteenth Count- Breach of Agreement; Sixteenth Count- Tortuous Interference with Business expectation; Seventeenth Count- Breach of Agreement/Fraudulent Misrepresentation; Eighteenth Count- Promissory Estoppel; Nineteenth Count- Fraudulent Misrepresentation; Twentieth Count- Breach of partnership Agreement; Twenty First Count- Promissory Estoppel; Twenty Second Count- Breach of Contract; Twenty Third Count- Breach of Contract; Twenty Fourth Count- Promissory Estoppel; Twenty Fifth Count- Contract Breach; Twenty Six Count- Breach of Contract; Twenty Seventh Count- Breach of Contract and Fraudulent Misrepresentation; Twenty-Eighth Count- Intentional Infliction of Emotional/Mental Distress;

7. In addition to the above claims, The Alliance Entities are also bringing the following claims against the State of Connecticut and the Judiciary for abuse of their power against the Alliance Entities, as applicable to each party, and charge them with the following, as more specifically described through testimony and evidence in Exhibits B, C, D, E, F, G and H:

a. Forcefully and unlawfully transferring the Alliance Entities' case from a Court of proper venue to the Complex Litigation Docket, a new offshoot of the Superior Court System with wide latitude to interpret Connecticut law without an available published manual to all litigants.

b. Failing to transfer all related cases to a single court, causing chaos, confusion, errors and irreparable harm to the Alliance Entities' claims.

c. Inappropriately administering Connecticut Law in order to short circuit and harm the Alliance Entities' litigation to the detriment of their claims.

d. Causing countless errors and omissions in docket sheets, court schedules, court orders, transcripts, etc., thereby altering the true state of the files for members of the judiciary and for the public, and irreparably damaging the Alliance Entities' litigation.

e. Continuously violating the Alliance Entities' constitutional and civil rights to due process of law, access to the courts, fair representation, and freedom of speech, thereby adversely affecting legal proceedings.

f. Failing to consolidate the many related actions that arise out of the same controversy and share common parties, contrary to Connecticut Rules of Procedure that call for consolidation for judicial economy and complete determination of the facts, causing the Alliance Entities harassment, undue pressure, work, financial loss, chaos, confusion, and errors while distorting adjudication results to the opposing parties' advantage.

g. Conducting proceedings in a biased manner to favor the opposing parties, and playing "Musical Chairs" with Judges, in an effort to limit their liabilities, defuse their conduct and distort the Alliance entities' claims, causing an exhaustive and expensive appeal process which to date ended with two separate Petitions for Writ of Certiorari to the United States Supreme Court. Petition 02-431 is pending.

h. Causing undue delays of legal proceedings or their inducement, to the advantage of the opposing parties.

i. Zealously clinging to procedure and abandoning the substance and intent of the law, to the detriment of the Alliance Entities' claims and to the interest of justice.

j. Causing Yvonne Liebel undue administrative, financial and physical hardships in order to sabotage her claims and her corporations' claims and exhaust her of her limited resources.

k. Limiting public access to the files.

l. Withholding memoranda of decisions and leaving the Alliance Entities' perplexed.

m. Conducting legal proceedings with egregious inconsideration to Yvonne Liebel's pro se representation and other limitations while inflicting upon her such pain, suffering, abuse, and shock, and depleting her of self esteem, self confidence, resources and faith in the Connecticut judicial system.

n. Causing the unlawful eviction of the Alliance Entities from their offices, and the possible execution of an unlawful foreclosure action on Yvonne Liebel's residence/Alliance Institute.

o. Tampering with the Plaintiffs' mail.

p. Issuing unlawful Eviction Execution Notice.

q. Applicable new counts for ethic violations in accordance with the laws of the State of Connecticut.

r. Applicable new counts for harassment in accordance with the laws of the State of Connecticut.

s. Applicable new counts for the destruction of Yvonne Liebel's personal and professional reputation.

t. Applicable new counts for the destruction of the Alliance Entities' personal and corporate missions.

u. Etc., etc. The number of violations and subsequent damage are too numerous to list at this time as they span over a period of several years.

8. In addition, the opposing parties on the other side of the Alliance Entities, where applicable to parties working alone or to parties working in concert with others, have resorted to abusive, dilatory and fraudulent tactics such as scheduling depositions; filing retaliatory and frivolous lawsuits; filing an unlawful eviction and an unlawful foreclosure; failing to mail copies of their pleadings to the Alliance Entities while presenting to the Court Certifications of Service; filing numerous pleadings and motions to the Court while appeal is pending to the Supreme Court of the United States, to bury Yvonne Liebel in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance in order to prevent her from properly prosecuting her Petition to the U.S. Supreme Court and defending the Alliance Entities' claims in on-going legal proceedings. By this conduct, the opposition has made it impossible for Yvonne Liebel to properly defend her property and claims and the rights of her corporations' interests and claims.

9. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending before the Supreme Court of the United States. The Waterbury Complex Litigation Docket's

decision in related cases to non-suit Yvonne Liebel's corporations due to: not having zealous counsel to represent their claims; nor to allow Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Decisions rendered in this Court, effecting said cases, are also pending before the U.S. Supreme Court. Holding any Court hearings or rendering any Court decisions on significant matters such as foreclosure, eviction, and other actions, prepared by a cadre of New York/Connecticut attorneys, without proper notice and without counsel for the corporations, while the issue is before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results.

PART II

Pursuant to P.B. Section 10-10, the Alliance Entities also add the following Counterclaims and Cross Claims against the Waterbury Superior Court, Complex Litigation Docket (referred to from this point forward as the "WCLD"), and against Hon. Michael Sheldon, J.; and Hon. Carl J. Schuman, J., and Court Officer Melanie Dillon; as said Counterclaims and Cross Claims "...arise out of the transaction or one of the transactions which is the subject of the plaintiff's complaint" as follows:

1. On July 2, 2002, Yvonne Liebel filed a two-volume Petition for Writ of Certiorari on behalf of the Alliance Entities, in the Supreme Court of the United States, appealing decisions made by the WCLD, the Danbury Superior Court, and the Chief Justice. A Question before the Supreme Court was the permission for Yvonne Liebel to represent her own corporations due to her inability to secure zealous counsel for them. Hon. Sheldon, J. was well aware of Yvonne Liebel's

intent to file said Petition by the July deadline and its subject matter.

2. Prior to the filing of the Petition, Yvonne Liebel filed numerous Motions to Stay and Motions for Continuance in all pending cases, all of which were denied.

3. While Yvonne Liebel, as pro se litigant without the assistance of Connecticut counsel, was amerced in the drafting and redrafting the complex Petition, and simultaneously overwhelmed by an unlawful eviction process from her offices, on June 27, 2002, Hon. Sheldon, J. granted Default for failure to appear to Defendant Eugene Grant ("Grant") against the Plaintiff corporations: The Alliance Foundation, Inc. and Alliance Capital, Inc. Yvonne Liebel was not aware of said hearing, and even if she was, and even if she attended, her attendance as representative of the corporations would not be acceptable to Sheldon, J. The Default was granted in three (3) frivolous actions Defendant Grant filed against said corporations for an alleged debt on notes. He filed the Complaints nine (9) months after Yvonne Liebel and her corporations filed a lawsuit against him and others. The two notes to Alliance Capital, Inc. were fabricated by Grant and contained no signature by the corporation. The Alliance Foundation, Inc.'s note for $100,000 was signed by its CEO, Yvonne Liebel, as part of a more comprehensive agreement between Grant and Liebel for the Foundation. Hon. Sheldon J. also ordered a hearing in damages, knowing full well he would not accept Yvonne Liebel's representation at the hearing on behalf of the corporations; that she would not be able to obtain counsel for the corporations for the hearing; and that the issue of her representation was pending before the U.S. Supreme Court.

4. On June 27, 2002, Hon. Sheldon, J. also nonsuited the corporations in the original action of The Alliance

Foundation, Inc. et al v. Eugene Grant, et al. for not having counsel.

5. It is significant to note here that since September 2001, Hon. Sheldon J. refused to consolidate these three actions with the original action although they stemmed from the same controversy and shared common parties. He also refused to let Yvonne Liebel appear on behalf of her corporations. In addition, he refused to let her join her corporations as defendant in Grant's complaints in order to protect her interests in them and the corporations' own interests, although Connecticut law permits such joinder as a matter of right. Since Sheldon, J. knew that Grant could not win his frivolous lawsuits on the merit, neither could all the other defendants implicated by the corporations in the original action and related actions, he clung to the one flimsy and sorry excuse, the only weak link in Yvonne Liebel's litigation, her not having a law license! From the outset, Hon. Sheldon J. was intent to destroy Yvonne Liebel's corporations to advantage her powerful opponents and cover for their fraudulent actions. In the process, however, he disregarded Connecticut Law and abused his power against a lone, inexperienced and defenseless litigant who is in pursuit of finding her lost companies and their missions, and her lost self.

6. On July 8, 2002, while in Washington D.C. filing the Petition and subsequent supplements, and spending time with her son over the July 4th holiday, Hon. Sheldon, J. held a hearing on damages in the Grant actions. Hon. Sheldon J. awarded Grant $445,179.90 against Alliance Capital, Inc.'s first note, and $7,440.33 against the second note. None of which contained signatures by the corporation. Sheldon, J. also awarded Grant $136, 978.43 against The Alliance Foundation, Inc. Yvonne Liebel learned about said hearing on August 15, 2002.

7. On July 16, 2002, Yvonne Liebel flew to Los Angeles to be with her father who was hospitalized for heart complications.

8. On July 16, 2002, Yvonne Liebel found out about the foreclosure action filed by the Bank, which was mailed to her Los Angeles office.

9. On July 16, 2002, Yvonne Liebel found out that the United States Supreme Court returned her Petition (80 books) to Ridgefield, CT, ordering her to amend the Petition by removing the names of the Corporations from the cover, as she could not represent them. Or, in the alternative obtain counsel admitted to the U.S. Supreme Court Bar. If she didn't, the corporations would lose their right to appeal the eviction and other Connecticut Court decisions. Yvonne Liebel was given until September 17, 2002, to amend the Petition. In total desperation and on sheer faith, she decided that upon return to the East Coast, she would drive to Selma, Alabama, the heart of the Civil Rights Movement, in pursuit of counsel and protection of the corporations' and her constitutional and civil rights.

10. On July 16, 2002 Defendants Grant, Robert Nagro, and Richard Solomon filed a Motion to Strike the Third Amended Complaint in the action against them. On August 15, 2002, Defendants, Weil, Gotshal and Manges LLP, David Stone, and Mark Hoenig filed their Motion to Strike the Third Amended Complaint. By then, all the corporations: The Alliance Foundation, Inc., Alliance Capital, Inc., Alliance International Development Corp., and DTL-USA, Inc. were nonsuited from the Complaint, by Hon. Sheldon, J., leaving Yvonne Liebel, the only remaining plaintiff.

11. On July 31, 2002, in response to the Foreclosure action, Yvonne Liebel filed an Appearance on behalf of herself and General, Homes, Inc. and a Motion to Consolidate the foreclosure action commenced on June 16, 2002, with all actions pending at the WCLD and the Danbury Superior Court. It was a monumental task. She filed a 185 Page document, including testimony and evidence in support of consolidation, as the actions stemmed from the same controversy and shared common parties. Said document was filed in all four (4) pending cases at the WCLD and all four (4) pending cases at the Danbury Superior Court. Copies were mailed to all parties.

12. On August 6, 2002, Sheldon, J. issued a scheduling order in The Alliance Foundation, Inc. et al v. Grant et al. as follows: "In the above-captioned case, preparation for possible settlement or trial shall henceforth proceed on the following schedule: Motion to Strike: 1. By August 30, 2002, the Plaintiffs shall file their opposition to the motion to strike filed by defendants Eugene Grant, Richard Solomon and Robert Nagro. 2. By September 6, 2002, Grant, Solomon, and Nagro shall file a reply brief. Motion to dismiss: 3. By September 6, 2002, the plaintiffs shall provide the court with a list of witnesses, whom they intend to call at the hearing on the motion to dismiss, including their name, address, and the subject of their testimony. The plaintiffs shall also provide a list of documents they intend to submit as evidence. 4. By September 13, 2002, the defendants, Bridge to Brotherhood, Inc., Ira Millstein and Marvin Jacob, shall provide the court with a list of their rebuttal witnesses, including their name, address, and the subject of their testimony, and a list of documents they intend to submit as evidence. Hearing: the hearing on the Motion to Dismiss and the Motion to Strike is scheduled for 9:30 a.m., Friday, September 27, 2002, in courtroom 3A at 400 Grand Street, Waterbury, CT."

13. On August 9, 2002, Sheldon J. issued a corrected scheduling order with regard to the Motion to Dismiss, changing the Defendants date to September 6, and the Plaintiffs to September 13, 2002.

14. On August 12, 2002, Sheldon, J. issued another corrected scheduling order replacing the word Plaintiffs with the word Plaintiff (as he nonsuited the corporations, and Yvonne Liebel remained the only Plaintiff.)

15. On or about August 30, Court officer for Hon. Sheldon, J., Melanie Dillon, called Yvonne Liebel on her cell, to inform her that the Motion to Dismiss was removed from the schedule.

16. On August 19, 2002, unknown to Yvonne Liebel, the Danbury Superior Court Judge, Hon. Carroll, J. denied her Motion to Consolidate the actions. Yvonne Liebel found out about said denial on October 3, 2002, when she randomly called the Court Clerk, requesting a status report. She never received a notice from the Danbury Superior Court.

17. On August 29, 2002, The Alliance Entities filed Motions to Stay with the WCLD, in all four pending cases listing a number of compelling reasons, including the need to focus on amending their Petition for Writ of Certiorari pending U.S. Supreme Court decisions, and which decisions could alter adjudication results of the WCLD and the Danbury Superior Courts. Motions to Stay were filed in all cases. Copies of the Motion were mailed to all parties.

18. On September 14, 2002, The Alliance Entities filed an amended Petition for Writ of Certiorari with counsel for the corporations, the distinguished Selma, Alabama civil rights attorney, J.L. Chestnut, Jr., Founder of Chestnut and Sanders, et al. The new Petition for Writ of Certiorari

implicated the Bank and certain number of its members in the unlawful foreclosure action; Chase Manhattan Bank, and Casey's Sheet Metal Services, Inc. Copies were served on opposing counsel and pro se parties, with courtesy copies to all Courts.

19. On September 24, 2002 at 1:10 A.M Yvonne Liebel filed a second Motion to Stay with the WCLD when she did not hear from the Court about her Motion to Stay of August 29.

20. On September 24, 2002 at 11:00 A.M. Central Time, while in Montgomery, Alabama, Yvonne Liebel received a call on her cell phone from Court Officer Melanie Dillon who:

    a. Apologized to Yvonne Liebel for her not receiving the computer generated Notice denying her Motion to Stay, as it was sent to 54 Danbury Road, Ridgefield, CT 06877 (wrong address), blaming the judicial system computerized network for the error. To date, all communications with the WCLD, including any computerized notices, were mailed and/or faxed by to both addresses listed on Yvonne Liebel's appearance form, none of which are the Danbury Road address.

    b. Informed Yvonne Liebel that on September 3, 2002, Hon. Sheldon J. was transferred to Hartford Superior Court and Hon. Shuman J. took his place, on order of the Administrative Judge, Hon. Langenbach, J. in Hartford. This is the second transfer of judges within the Complex Litigation Docket (the Defendants' primary stated reason for transferring the case from the Danbury Superior Court to the Complex Litigation Docket was the need for one judge to oversee the cases). The first transfer occurred after the Alliance Entities filed their first Petition for Writ

of Certiorari in July 2001complaining about violations of their constitutional rights by the Court. In September 2001, Hon. Tierney, J. was transferred from the Stamford Complex Litigation Docket to the regular docket and the cases were transferred to Hon. Sheldon, J. at the WCLD.

c. Informed Yvonne Liebel that on the day Hon. Schuman J. took office, September 3, 2002, he denied the Motion to Stay without a Memorandum of Decision. Yvonne Liebel never received a copy of said denial.

d. Informed Yvonne Liebel that on Friday, September 27, Hon. Shuman, J. planned s to rule on her second Motion to Stay filed on September 24.

e. Informed Yvonne Liebel that on September 30, 2002, the Court planned to hear the Defendants' Motions to Strike and to disregard prior notices.

f. Ordered Yvonne Liebel to file a response to Defendant Eugene Grant's Motion to Strike dated July 16, 2002 and a response to Defendants' Weil, Gotshal and Manges, LLP et al. Motion to Strike dated August 15, 2002, in preparation for the September 30, 2002 hearing. She also strongly recommended that Yvonne Liebel attend the September 30, hearing. The Defendants' Motions to Strike and Memoranda of Law were approx. 30 Pages each.

21. On September 24, 2002, Yvonne Liebel asked Court Officer Melanie Dillon to fax to her the Court's order (Schuman, J.), denying her Motion to Stay, since she never received a copy.

22. On Thursday, September 26, 2002, the Alliance Entities filed with the WCLD (Schuman, J.) a Motion for Continuance with regard to the September 30, 2002, hearing, listing point #7 above in its entirety, and providing the following compelling reasons: a. being in Alabama and focusing on issues concerning her Petition to the U.S. Supreme Court; b. the short time remaining before the September 30 hearing without Connecticut Counsel to help her respond to such important pleadings as the extensive Motions to Strike; c. pending U.S. Supreme Court decision that could affect the WCLD's adjudication results. She wrote: "The Waterbury Complex Litigation Docket's decision (Sheldon, J.), dated June 27, 2002 to non-suit the corporate Plaintiffs due to not having zealous counsel to represent their claims; nor to allow the Plaintiff, Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Holding a hearing on Motions to Strike prepared by a cadre of New York/Connecticut attorneys without proper notice and without counsel for the corporations, while the issue of representation in said cases is pending before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results."

23. On Friday, September 27, 2002, the WCLD faxed Hon. Schuman, J.'s hand written order on her Motion for Continuance filed on September 26, 2002: "Denied. The Plaintiff cannot wait until the last day and afternoon before the hearing to request a continuance, especially on the tenuous grounds presented, when she had notice of the hearing since August 12, 2002, when the Court issued the

scheduling order for this matter. Schuman, J. 9/26/02" (Yvonne Liebel has to wonder as to what Judge Comerford at the Danbury Superior Court should have said and done when the Bank's counsel marked "off" its own motion on the morning of the hearing, taking over a litigant's home, with the lame excuse he didn't have all his documents with him; considering that Yvonne Liebel traveled from Alabama to Connecticut to attend said hearing; when the Bank had a month to prepare for the hearing; and having countless attorneys to prepare the file for an argument!) Hon. Schuman J. conveniently ignored Yvonne Liebel's prior pleadings requesting to postpone the hearing; the length and severity of the subject documents filed by the Defendants; pro se litigant; and the fact that the denial of her August 29 motion was mailed by the Court to the wrong address, at no fault of Yvonne Liebel, robbing her of precious time to prepare an argument in defense of her claims.

24. Immediately following receipt of the Court's Order, on September 27, Yvonne Liebel began drafting a Motion for Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike, to the best of her ability.

25. On Sunday night, September 29, 2002, at 9:53 P.M., upon completion, Yvonne Liebel faxed from Birmingham, Alabama to the WCLD her Motion for Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike. It wasn't humanly possible for her to physically attend the September 30th, Monday morning hearing. The Motion for leave to Amend asked the Court to amend the Complaint to include the Bank and others in the above docketed-case, including the State of Connecticut and its members of the Judiciary as defendants in the case, and to add all Plaintiffs in the Third Amended Complaint to all causes of actions.

26. On Monday, September 30, 2002, Melanie Dillon faxed the following Message: " Facsimile filings must be accompanied by facsimile filing cover sheet. The court will not accept fax filings that are not accompanied by a fax filing cover sheet. The Court will discard fax filings that are not in compliance with the rules. Please read the attached procedures and technical Standards for electronic filings. A fax filing cover sheet is also attached for your convenience."

27. On October 1, 2002, Yvonne Liebel re-faxed the September, 24, September 26, and the September 29 pleadings with the WCLD's cover page containing the following note: "This is the first time the Complex Litigation docket requested this fax filing cover page in order to validate documents. A detailed cover sheet was faxed to the Court with the first transmissions."

28. On Thursday, October 3, 2002, Yvonne Liebel called Melanie Dillon to find out about the outcome of the hearing on Monday, September 30, following the Court's receipt of her Motion to Leave to Amend and Response to the Defendants' Motions to Strike. Shocked beyond words, Yvonne Liebel heard Dillon say that the Court (Schuman, J.) held the hearing on the Defendants' Motions to Strike on Friday, September 27, 2002, in accordance with its original order. Both Melanie Dillon and Hon. Schuman, J. knew that Yvonne Liebel was aware of only one hearing date on the Motions to Strike. September 30!! Both Dillon and Hon. Schuman, J. lied to her about the hearing! It became crystal clear that this new Court maneuver was designed to predate her "Motion to Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike" in order to avoid her defense against the Defendants' Motions. Yvonne Liebel felt ill!

29. On October 3, 2002, Yvonne Liebel received the Defendant's Eugene Grant's "Amended Request for Production of Documents to Plaintiff Yvonne Liebel". The first one was received the day before.

30. On October 6, 2002, Yvonne Liebel flew to Connecticut to attend the October 7, foreclosure hearing at the Danbury Superior Court.

31. On October 9, Melanie at the WCLD faxed to Yvonne Liebel the Court (Schuman, J.) ruling on her Motion to Stay filed on September 24, 2002: " The Motion to Stay the case is denied. The plaintiff is reminded that: 1) she must follow the procedures in paragraph four of the general case Management Order in order to request adjudication of any motion (His Honor refers to the fax cover page, no doubt!) 2) she must file a new appearance if she has changed her address from that which she originally provided in her complaint or any appearances, and (His Honor must be referring to the Danbury Road address which the WCLD never used, as it is not listed on Yvonne Liebel's appearance form) 3) the Court will not accept pleadings from the plaintiff for any cases other than Docket Number (X02) CV-01-0167482-S (the cases his honor is dismissing are still on appeal with the U.S. Supreme Court). It is so ordered. October 8, 2002.

32. On October 9, Melanie also faxed to Yvonne Liebel, the Court (Schuman, J.) ruling on the Motions to Strike.

33. When the WCLD (Sheldon J.) nonsuited the Plaintiff corporations for lack of counsel, he eliminated the majority of the twenty-eight counts in the Third Amended Complaint, not on merit, and released all the Defendants, except the Defendant Eugene Grant from all claims, except one, Count 28, "Intentional Infliction of Emotional Distress." At the

September 27/30 hearing on the Motions to Strike, the Defendants having no opposition, and Hon. Schuman, J., having no regard to the Motion to Leave to Amend and Response to the Defendant Motions to Strike, detailing the circumstances surrounding the Third Amended Complaint; and having no regard to the Motions to Stay filed on August 29 and September 24; nor to the Motion for Continuance filed on September 26, 2002, further eliminated all other counts against the Defendants, including Count 28. Hon. Schuman, J. left only 4 Counts against the Defendant, Eugene Grant: 1. Breach of Partnership Agreement brought by Yvonne Liebel and The Alliance Foundation, Inc.; 2. Promissory Estoppel, brought by Yvonne Liebel; 3. Breach of Contract, brought by The Alliance Foundation, Inc. and Yvonne Liebel; and 4. Breach of Contract, brought by Yvonne Liebel, Alliance Capital, Inc., and General Homes, Inc. Since the Corporations were nonsuited, even the 4 remaining Counts are now crippled. Assuming that the Connecticut Courts will continue with this conduct, it is doubtful that Eugene Grant would even be held liable to these 4 Counts.

34. The "Butchering" of the Third Amended Complaint by the Connecticut Courts is further substantiated by Hon. Schuman J.'s opening statement of his Order: "The pro se plaintiff has filed a Third Amended Complaint that is approximately 114 pages long, contains 307 paragraphs, includes twenty-eight counts, and names twelve defendants. Two groups of defendants, comprising a total of six of the defendants, have filed motions to strike (footnote: Although the pro se plaintiff failed to file a memorandum in opposition to either motion to strike by the deadline for doing so, and failed to appear for oral argument on these motions, the applicable Practice Book rule no longer provides, as it formerly did, that any party who fails timely to file a memorandum in opposition to the motion to strike

shall be deemed by the Court to have consented to the granting of the motion. See Hughes v. Bemer, 200 Conn., 400, 402, 510 A.2d 992 (1986); of Practice Book Section 10-42 (b) (2002). Further, on October 1, 2002, four days after the oral argument, the plaintiff did file a combined motion to amend the Complaint and response to the motions to strike, which the court has read. In view of these factors, and out of an abundance of caution, the Court has not granted these motions based on the plaintiff's default, but rather has decided them on the merits.) The Court initially rejects the argument, made by all defendants, that the causes of actions and parties have been misjoined. Judicial policy favors litigation of related controversies in a single action. See Veits v. City of Hartford, 134 Conn. 428, 436, 58 A.2d 389 (1948). This voluminous case is better managed as one than as the many cases into which it could be separated. Although in a narrow, technical sense, some of the counts involve different transactions, in a broader sense all of the counts involve "transactions which grew out of the subject matter in regard to which the controversy has arisen," Practice Book Section 10-22, namely, the pattern of dealings with the nonsuited plaintiff Alliance Foundation. Further, the Court finds that the separate counts, though they name different defendants or groups of defendants, are sufficiently connected that they "affect all parties to the action." Practice Book Section 10-21. Thus, there is no misjoinder of parties. See Viets v. City of Hartford, supra, 435-35; Zweeres v. Pashalinsky, 7 Conn. Supp. 45 (1945)."

Hon. Schuman, J., argues in favor of consolidation as all causes of actions stemmed from "the pattern of dealings (by the Defendants') with the nonsuited plaintiff Alliance Foundation." Therefore, when Hon. Sheldon J. refused to consolidate related actions and later nonsuited the Alliance Foundation, Inc. and its related corporations, he in essence destroyed the entire Third Amended Complaint.

When Hon. Schuman, J. sent his denial of the August 29, Motion to Stay, to the "wrong" address; and when he denied Yvonne Liebel's second Motion to Stay of September 24; and when he denied her September 26 Motion for Continuance; and when he predated the hearing to September 27, denying Yvonne Liebel defense against the Defendants' Motions to Strike, he destroyed the Alliance Entities' remaining causes of action.

Although the WCLD's two Judges delivered the final blow to the Plaintiffs' Third Amended Complaint, the destruction of the Case and its related actions began with Administrative Judge Langenbach, J. when in October 2000, he forced a transfer from the Danbury Superior Court, where proper venue lies, to the Complex Litigation Docket, while failing to transfer all related actions to the Complex Litigation Docket fracturing the litigation; and later by subsequent Judges at the Danbury, Appellate and Supreme Courts, who failed to consolidate these actions. In pursuit of consolidation, Yvonne Liebel filed countless pleadings, but the Courts made every effort to keep them separated, contrary to Connecticut Rules of Procedure and to the detriment of the Plaintiffs' claims.

35. Although Yvonne Liebel is not going to address in this documents each and every cause of action eliminated by Hon. Schuman, J. She will address his elimination of Count 28, "Intentional Infliction of Emotional Distress" brought against all Defendants, in order to demonstrate the extent of the injustice done to the Plaintiffs by his Court.

If Hon. Schuman J. indeed did his homework and applied, as he stated, "an abundance of caution" to his decision, he had to rely on more current documents filed in this ongoing conspiracy case, than only the Third Amended Complaint written over two and a half years ago, without

legitimate counsel. He must have read the Petition for Writ of Certiorari filed by Yvonne Liebel in the Supreme Court of the United States on July 2, 2002, specifically the "Ode to the Defendants" that opened the Statement of the Case, as it clearly relates to "Intentional Infliction of Emotional Distress." If his Honor didn't read the Petition, he didn't do his homework, and should withdraw his order! If he read the Petition, he certainly couldn't write this Order:

" Viewing count twenty-eight in a light most favorable to the plaintiff, the count alleges that the defendants engaged in conspiratorial, predatory efforts to cut off funds to and take control of a closely-held corporation of which the plaintiff was the founder and president. These allegations do not suffice. Generally, courts applying Connecticut law have found that the loss of business or employment opportunities, even when based on improper motives, do not constitute the type of extreme behavior described above. See Franco v. Yale University, 161 F. Supp. 2d 133, 141-42 (D, Conn. 2001) (medical school's conduct disenfranchising surgeon): Russo v. City of Hartford, 158 F. Supp. 2d 214, 226-27(D. Conn. 2001) (conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information); Miner v. Town of Cheshire, 126 F. Supp. 2d 184, 194-5 (D. Conn. 2000) (town's alleged refusal to protect female police officer from male supervisor's sexual harassment); Brown v. Northeast Nuclear Energy Co., 118 F, Supp. 2d 217, 222-23 (D. Conn. 2000) (nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee). Rather, the type of behavior contemplated by this tort has been much more personal in nature, and often involves the victim's peculiar susceptibility to emotional distress by reason of some physical or mental condition, or actions by the defendant likely to cause the victim to experience shock or fright of enormous proportions. See Mellaly v. Eastman

Kodak Co., 42 Conn. Supp. 17, 597 A. 2d 846 91991) (employer humiliating a recovering alcoholic); Whelan v. Whelan, 41 Conn. Supp. 519, 588 a.2d 251 (1991) (husband falsely informing wife that he has AIDS); Brown v. Ellis, 40 Conn. Supp. 165, 167-68, 484 A.2d 944 (1984). The plaintiff's allegations do not involve conduct of this sort. Accordingly, the court grants the motion to strike count twenty-eight of the complaint."

Since Yvonne Liebel is unable to copy the Three-Volume Petition into this document, she will only copy the "Ode to the Defendants/Respondents" for his Honor, to help him determine if Yvonne Liebel's "Intentional Infliction of Emotional Distress" rises to the " ...type of behavior... more personal in nature, and often involves the victim's peculiar susceptibility to emotional distress by reason of some physical or mental condition, or actions by the defendant likely to cause the victim to experience shock or fright of enormous proportions."

His Honor presents in his argument such examples as the:

1. "Medical school's conduct disenfranchising surgeon"; or the
2. "Conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information"; or the
3. "Town's alleged refusal to protect female police officer from male supervisor's sexual harassment"; or the
4. " Nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee"; or the

5. "Employer humiliating a recovering alcoholic."; or the

6. "Husband falsely informing wife that he has AIDS."

The above cases were awarded claims on the basis of each of individual being subjected to a single wrongdoing. But what would the Court's remedy be if a single individual was subjected to all six wrongdoings, or Seven, or Eight, or Nine...? Is there a cause of action that adequately compensates "Intentional Infliction of Emotional Distress" of such magnitude? The "Ode to the Defendants" was not written for the local literary club, it was written for the Supreme Court of the United States of America. It wasn't written to impress the Court for its literary qualities, but to try to capture the pain, the isolation, the loneliness, the fears, and the loss of self, that resulted from a vicious corporate gang-rape, of a woman and her multifaceted life, on all its sordid and inhuman aspects and characteristics, by a group that considers itself society's "finest". No one can fictionalize this Ode, just as no one can fictionalize the Third Amended Complaint and the Gang of Defendants responsible for this crime. Defeating the victim in the Courts, by short-circuiting the legal process through violations of her constitutional and civil rights, is a repeat offense against the victim.

ODE TO THE DEFENDANTS /RESPONDENTS

They took away so cleverly, her mission and inventions,
mocking years of faith and trust in cruel conspiracy to silence,
to leave her searching endlessly as mother for her child.
They took Away her documents, her photos and her tapes,
to wipe away all memory, erase the chance to prove her case,

As they were many, she was one;

They held their secret ex-parte to justify their plotted deeds,
leaving Judges deaf to her, her pleadings, to her creed.
They transferred her from here to there, denied her counsel and her fare, delayed proceedings everywhere; They schemed and spun convincing tales, and with efficient rumor cells, destroyed her name, her fame, her family, and all she loved was game,

As they were many, she was one;

They poisoned her air, contaminated her well, they
tampered with communications and her mail, to cause to abandon her home and land like the vagabond in cities grand. They cut her livelihood and squandered her funds, diminishing her credit and possessions; and like the vultures on their prey, prepared to pounce with aggression. They took away her poems book, with writings for eternity, her license and her passport books, to strip her of identity,

As they were many, she was one;

They shocked, and bribed and threatened her alliances, so no one dared extend a hand, to isolate, to segregate, to separate, to...fumigate. And some day, in cowardice, when it is just appropriate, they'll pierce her body with a bullet,
to help secure their final gate,

As they are many, she is one;

But as she's laid to rest in old Belle Reve, there, under the Willow tree, by the Norwalk River pond the Heron likes to grace, They'll know they couldn't take, her gift, her soul, her vision's Peace; Take back what's history,

As truth, forever and eternally, shall always make Majority!

The following is a comparative analysis as it relates Yvonne Liebel's situation to the case law presented in Hon. Schulman, J.'s argument:

1. As to the "Medical school's conduct disenfranchising surgeon"- For the past five years Yvonne Liebel has been disenfranchised from the very corporations she gave birth to over 12 years ago which combined her vision, personal ideology, her knowledge of business and philanthropy, and her unique background. The corporations' missions were her calling. The Defendants' actions further disenfranchised Yvonne Liebel from her livelihood; her friends; her community; her associates; and her family.

2.As to the "Conduct of police chief and captain allegedly to destroy character of police detective and disclose confidential information" -There are numerous exhibits in the file that point out to the extreme and covert measures the Defendants used to implement their efforts to assassinate Yvonne Liebel's personal and professional character and the methods of public distribution used for their propaganda. The Defendants' success can be measured by comparing where Yvonne Liebel's vibrant companies were five years ago, and where they are today. Their success can also be measured by what the Defendants have today, that they didn't have then, a newly created charity that unlawfully supplanted the

Alliance Entities and their assets, including but not limited to their theft of their intellectual properties.

3. As to the "Town's alleged refusal to protect female police officer from male supervisor's sexual harassment"- Yvonne Liebel is not certain as to what is the legal definition of "sexual harassment", However, if in layman's terms "sexual harassment" means that someone abused certain trust and confidence placed in him/her to infringe on or violate someone else's rights, to the abuser's inured benefit, and to the detriment of the abused, than Yvonne Liebel was egregiously harassed and abused by the Defendants and their moles', both sexually and otherwise. For example: when close associates put pressure on Yvonne Liebel to pursue a personal and intimate relationship, only to later find out that the relationship was a set-up and that said individual had no personal interest in her whatsoever, only to gain access to her thoughts, plans, and actions so he could covertly destroy them, which he did, to the Defendants' advantage. This and other types of horrific set-ups are daily occurrences. A normal individual cannot guard against such set-ups, as this would mean turning one's back against everything that encompasses the human belief system. But the painful residue is there. Yvonne Liebel who used to be open and trusting and sharing and confiding, is no longer that person. Her injuries run deep.

4. As to the " Nuclear power plant's alleged failure to follow its own internal procedures before revoking security clearance of subcontractor's employee." – Corporate and Securities Laws provide each and every company with fundamental internal procedures. The Alliance Corporations' internal procedures as they rely on such laws have been mutilated and discarded by the conspiratorial actions of the Defendants. Their conduct revoked any and all of Yvonne Liebel's rights within the very companies she founded and devoted her life to, derailing her dreams and aspirations while the Defendants celebrate their road-kill as they continue to rely on their collective judicial, social and financial influence.

5. As to "Employer humiliating a recovering alcoholic." - Yvonne Liebel experienced nothing but shock and humiliation in the past five years as a result of losing all contributors to her charitable organization, loss of her friends, neighbors, and associates, resulting from the Defendants' assassination of her personal and professional character. What was worse, that the Defendants operated in the shadows. Yvonne Liebel could not defend her position, as no one would say anything derogatory openly to her. She could only measure the disaster through subtle, polite and quite betrayals.

6. As to "Husband falsely informing wife that he has AIDS"-The number of lies, false statements, and fraudulent misrepresentations Yvonne Liebel was subjected to since she invented the formula for the second IRS private letter-ruling in late 1994, by men and women with whom she shared her innermost moments, thoughts, feelings and experiences, are probably in the thousands. Their collective effort, voluntary or induced, altered Yvonne Liebel's life and psyche beyond recognition. The horrific physical and emotional aftermath shall remain with her for the rest of her life.

As to examples 7, 8, 9... from Yvonne Liebel's own situation caused by the Defendants:

7. Since February 2001, Yvonne Liebel is unable to live in her home more than a few days at a time, due to contaminated water and air. She has been living out of hotels/motel rooms, or out of her car at an overwhelming expense and discomfort, from where she prepares Court pleadings.

8. She worries continuously about theft of her documents due to prior experiences with the Defendants.

9. She continued to maintain, her mortgage, car, property tax, and other payments although the defendants sabotaged her income or possibilities for refinancing, sabotaged her mail (payments made on insurance policies, her car, and other important securities would be returned in order to cause cancellations, etc.).She discontinued the mortgage payments a few months ago to induce action by the Bank to correct their documents and properly refinance her home.

10. Due to this vicious litigation, in July 2001, her father had a stroke accompanied by many complications. She spent (off and on) several extremely difficult months with her parents in and out of hospitals while still maintaining her on-going communications with the Courts.

11. Continuously anxious about keeping up with an army of Connecticut and New York lawyers, without counsel, and with a judicial system that is hostile to her; and the intense preparation of pleadings to the Connecticut Courts and Petitions to the United States Supreme Court, under unfavorable deadlines, operating from the road (Kinko's, Mail Boxes, etc.)

12. She no longer has personal, business, social, or family life (since 1997).

13. Under these extreme conditions and with excruciating effort she keeps a positive and cheerful image to members of her family to allow them to maintain some normalcy in their own lives.

14. Under these extreme conditions and with excruciating effort she tries to maintain her dignity as a mother, as a professional and as a woman.

In conclusion: When all six case laws cited by Hon. Schuman, J., can be applied to a single litigant, including a host of other examples, it points to a scope and severity of "Intentional

Infliction of Emotional Distress" that exceeds the standards set by the Court.

36. The conduct of the Complex Litigation Docket has long been contested by the Alliance Entities. However, for Yvonne Liebel, who is not attorney, it is not clear as to how to proceed when the Court itself openly obstructs justice as it manipulates flimsy procedures to justify its conduct. The cruel reality that emerges from the Court's infantile smoke screen is that while the Court succumbs to Yvonne Liebel's powerful opponents, it delivers horrific blows to her legal, constitutional, financial, and social rights and conditions and to those of her corporations.

37. Therefore, the Alliance Entities reiterate the following: Since the lead count in their Third Amended Complaint is a "Conspiracy to Destroy a Business", connected to theft of Yvonne Liebel and her Corporations' assets by the Defendants; and since the litigation process is being short circuited by the WCLD, making the Court a party to said cause of action, the Alliance Entities view the Court's conduct as an egregious abuse of power resulting in a rigged litigation and the lynching of Yvonne Liebel and her corporations, with no relief in sight, with the unequivocal intent to cause their ultimate destruction.

38. Pursuant to P.B. Section 10-10, the Alliance Entities are therefore summoning the WCLD; Hon. Sheldon, J.; Hon. Schuman, J.; and Melanie Dillon; "to answer said counterclaims and/or cross claims" on charges applicable with Connecticut law related to actions listed in the original Counterclaims and Cross Claims dated October 5, 2002 and to this Supplement, all of which irreparably harmed the Alliance Entities.

Dated at Danbury, Connecticut, October 14, 2002.

THE DEFENDANTS,
THE ALLIANCE FOUNDATION, INC.; YVONNE LIEBEL; GENERAL HOMES, INC.;
ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.

/S/

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211

P.O. Box 1153, Ridgefield, CT 6877
106 Great Hill Road CT 06877
Cell: 310-435-0769
Tel: 310-657-2771
Fax: 310-657-2731

Docket Number: (X02)CV 01-0167458 S

EUGENE M. GRANT	**: STATE OF CONNECTICUT**
VS	**: WATERBURY SUPERIOR COURT**
	: COMPLEX LITIGATION DOCKET
ALLIANCE CAPITAL, INC.	**: OCTOBER 14, 2002**

STATEMENT OF DEMAND

The amount, legal interest or property in demand is $15,000 or more, exclusive of interest and costs.

THE DEFENDANTS,
THE ALLIANCE FOUNDATION, INC.; YVONNE LIEBEL; GENERAL HOMES, INC.;
ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
and
P.O. Box 1153, Ridgefield, CT 06877
106 Great Hill Road CT 06877
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Fax: 310-657-2731

APPENDIX P

"Counterclaims and Cross Claims" v. the Visiting Nurse Association of Ridgefield, Inc. et al.
(By the Alliance Entities) 10/14/02

Yvonne Liebel

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Ridgefield, Connecticut 06877
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Tel: 310-657-2771
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October 14, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 14 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc.SP02-10636
Counterclaims and Cross Claims

Dear Robin:

Faxed please find for filing in the above captioned eviction matter Counterclaims and Cross Claims by the Defendant, The Alliance Foundation, Inc. and the Alliance Entities against the Plaintiff, the Visiting Nurse Association of Ridgefield, Inc. and others.

Thank you for your time and attention.

Very truly yours,

/S/
Yvonne Liebel, pro se,
Representative: General Homes, Inc.; DTL-USA, Inc.; Alliance Foundation, Inc.; Alliance Capital, Inc. Alliance International Development Corp.

Cc: Per enclosed Certification

Docket Number: SP02-10636

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC. :STATE OF CONNECTICUT

VS. :DANBURY SUPERIOR COURT

THE ALLIANCE FOUNDATION, INC. :OCTOBER 14, 2002

COUNTERCLAIMS AND CROSS CLAIMS

COME NOW, THE ALLIANCE FOUNDATION, INC.; YVONNE LIEBEL and her corporations: GENERAL HOMES, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; AND DTL-USA, INC., (The Alliance Foundation, Inc.; Yvonne Liebel and her corporations shall be referred to from this point forward as the "Alliance Entities"), and present their Counterclaims and Cross Claims in the above-docketed case and show unto the Court as follows:

1. The above-docketed case is before this Honorable Court.

2. Yvonne Liebel, implicated in the above-docketed case, either prosecutes (through the filing of these Counterclaims and Cross Claims) or defends (through the above-docketed case) on behalf of herself and/or her corporations.

3. Pursuant to P.B. Section 10-10, the Alliance Entities are implicated in the above matter as their counterclaims and cross claims " arise out of the transaction or one of the transactions which is the subject of the plaintiff's complaint" by virtue of an unlawful eviction action filed against The Alliance Foundation, Inc. and to that end, irregularities surrounding said eviction by the Plaintiff, The Visiting Nurse Association of Ridgefield, Inc. (Referred to from this

point forward as the "VNA"); its president, Helena Nicholas; its officers and board members, Thomas, F. Reynolds and Joyce Ligi; and others listed below. Said conduct by the VNA adversely affected and continues to adversely affect the Alliance Entities' operations; financial solvency; their litigation against all opposing parties; and their corporate and personal missions, as more specifically described in pleadings filed in the case. Therefore the Alliance Entities bring the claims listed below against the VNA and others more specifically described below.

4. Pursuant to P.B. Section 10-10: " and if necessary, additional parties may be summoned in to answer any such counterclaim or cross claim". The Alliance Entities are therefore summoning: Washington Mutual Bank, F.A.; Sandy McArthur; Paul Rossitto; Ridgefield Bank; Gary Smith; Reynolds and Rowella, LLP; Rene Heinecke; Eugene Grant; Robert Nagro; Richard Solomon; Weil, Gotshal and Manges LLP; Bridge to Brotherhood, Inc.; Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; PricewaterhouseCoopers LLP/Kesselman and Kesselman; Brooks Laboratories, Inc.; The State of Connecticut, including but not limited to: Attorney William Barrente; Attorney Joyce A. Morin; Attorney John R. Williams; Attorney Christopher Molyneaux (counsel for Heinecke); Stephen Fogerty (counsel for Ridgefield Bank); the law firm of Reiner and Reiner (the Washington Mutual Bank's Counsel); Ridgefield's Marshal, James E. Sullivan; Chief Justice, William J. Sullivan; Acting Chief Justice, David M. Borden; Chief Clerk, Appellate/Supreme Court, Francis J. Drumm, Jr.; Chief Clerk, Danbury Superior Court; Administrative Judge, John J. Langenbach; Danbury Superior Court, Judge Adams; Danbury Superior Court, Judge Arthur Hiller; Danbury Superior Court, Judge White; Danbury Superior Court, Judge Ginnochio; (Referred to

from this point forward as the "Judiciary"), and the Ridgefield Postmaster.

5. In support of their Counterclaims and their Cross Claims, the Alliance Entities enter hereto and incorporate by reference herein the following documents:

i. Exhibit A, Third Amended Complaint filed on October 24, 2000 at the Danbury Superior Court at Danbury, Connecticut.

ii. Exhibit B, Motions to Consolidate the above-docketed case with all pending related cases at the Danbury Superior Court and the Waterbury Superior Court, Complex Litigation Docket filed in this Court by the Alliance Entities (Danbury: CV 00 0338142 S (DTL-USA); CV 98 0333546 S (Heinecke); CV 02 0346367 S (Washington Mutual Bank); Waterbury: (X02) CV-01-0167482 (Alliance et al. Grant et al.); (X02) CV-01-0167556; (X02) CV-01-0167457; (X02) CV-01-0167458 (Grant v. Alliance Foundation/Capital, Inc.)

iii. Exhibit C, "Motion for Leave to Amend Third Amended Complaint and Response to the Defendants Motions to Strike" filed by the Alliance Entities on September 29, 2002 in the Waterbury Superior Court, Complex Litigation Docket;

iv. Exhibit D, All pleadings filed in all cases and in all Courts including the two appeals and Brief filed in the Connecticut Appellate/Supreme Court beginning November 2000;

v. Exhibit E, Two Petitions for Writ of Certiorari filed with the Supreme Court of the United States: Petition No. 01-158 filed on July 31, 2001, and Petition No. 02-431 filed on July 2, 2002;

vi. Exhibit F, Counterclaims and Cross Claims filed on October 5, 2002, and Supplement to Counterclaims and Cross Claims filed on October 13, 2002 by the Alliance Entities in the matter of

Washington Mutual Bank F.A. v. Yvonne Liebel and General Homes, Inc. et al, at the Danbury Superior Court;

vii. Exhibit G, Counterclaims and Cross Claims filed by the Alliance Entities in the matter of Rene Heinecke v. Yvonne Liebel, filed by the Alliance Entities on October 13, 2002 at the Danbury Superior Court.

viii. Exhibit H, Counterclaims and Cross Claims and Supplement to Counterclaims and Cross Claims filed by the Alliance Entities in the three matters of Eugene M. Grant v. The Alliance foundation, Inc. and Alliance Capital, Inc. at the Waterbury Superior Court, Complex Litigation Docket.

6. The Alliance Entities are therefore bringing the following Counterclaims and Cross claims against the VNA and all parties named in Points 3 and 4 of this document and charge them with the following Counts, as applicable to each party, and as more specifically described in testimony and evidence exhibited in Exhibit A (Third Amended Complaint): First Count – Conspiracy to Destroy a Business; Second Count- Breach of fiduciary duty; Third Count- Waste and Squandering of Corporate Assets; Fourth Count- Willful Mismanagement; Fifth Count- Fraudulent Misrepresentation; Sixth Count- Tortuous Interference with Financial Expectation; Seventh Count- Legal Malpractice/Conflict of Interest; Eighth Count- Breach of Non-Disclosure agreement/Fraudulent misrepresentation; Ninth Count- Aiding and Abetting in Conspiracy to Destroy a Business; Eleventh Count- Tortuous Interference with Business Relationships; Twelfth Count- Constructive Fraud; Thirteenth Count- Legal Malpractice/Breach of Attorney client/ privilege/ Misrepresentation; Fourteenth Count- Legal Malpractice/Breach of Attorney Client Privilege/Fraudulent Misrepresentation; Fifteenth Count- Breach of Agreement; Sixteenth Count- Tortuous

Interference with Business expectation; Seventeenth Count- Breach of Agreement/Fraudulent Misrepresentation; Eighteenth Count- Promissory Estoppel; Nineteenth Count- Fraudulent Misrepresentation; Twentieth Count- Breach of partnership Agreement; Twenty First Count- Promissory Estoppel; Twenty Second Count- Breach of Contract; Twenty Third Count- Breach of Contract; Twenty Fourth Count- Promissory Estoppel; Twenty Fifth Count- Contract Breach; Twenty Six Count- Breach of Contract; Twenty Seventh Count- Breach of Contract and Fraudulent Misrepresentation; Twenty-Eighth Count- Intentional Infliction of Emotional/Mental Distress;

7. In addition to the above claims, The Alliance Entities are also bringing the following claims against the State of Connecticut and the Judiciary for abuse of their power against the Alliance Entities, as applicable to each party, and charge them with the following, as more specifically described through testimony and evidence in Exhibits B, C, D, E, F, G, and H:

    a. Forcefully and unlawfully transferring the Alliance Entities' case from a Court of proper venue to the Complex Litigation Docket, a new offshoot of the Superior Court System with wide latitude to interpret Connecticut law without an available published manual to all litigants.

    b. Failing to transfer all related cases to a single court, causing chaos, confusion, errors and irreparable harm to the Alliance Entities' claims.

    c. Inappropriately administering Connecticut Law in order to short circuit and harm the Alliance Entities' litigation to the detriment of their claims.

d. Causing countless errors and omissions in docket sheets, court schedules, court orders, transcripts, etc., thereby altering the true state of the files for members of the judiciary and for the public, and irreparably damaging the Alliance Entities' litigation.

e. Continuously violating the Alliance Entities' constitutional and civil rights to due process of law, access to the courts, fair representation, and freedom of speech, thereby adversely affecting legal proceedings.

f. Failing to consolidate the many related actions that arise out of the same controversy and share common parties, contrary to Connecticut Rules of Procedure that call for consolidation for judicial economy and complete determination of the facts, causing the Alliance Entities harassment, undue pressure, work, financial loss, chaos, confusion, and errors while distorting adjudication results to the opposing parties' advantage.

g. Conducting proceedings in a biased manner to favor the opposing parties, and playing "Musical Chairs" with Judges, in an effort to limit their liabilities, defuse their conduct and distort the Alliance entities' claims, causing an exhaustive and expensive appeal process which to date ended with two separate Petitions for Writ of Certiorari to the United States Supreme Court. Petition 02-431 is pending.

h. Causing undue delays of legal proceedings or their inducement, to the advantage of the opposing parties.

i. Zealously clinging to procedure and abandoning the substance and intent of the law, to the detriment of the Alliance Entities' claims and to the interest of justice.

j. Causing Yvonne Liebel undue administrative, financial and physical hardships in order to sabotage her claims and her corporations' claims and exhaust her of her limited resources.

k. Limiting public access to the files.

l. Withholding memoranda of decisions and leaving the Alliance Entities' perplexed.

m. Conducting legal proceedings with egregious inconsideration to Yvonne Liebel's pro se representation and other limitations while inflicting upon her such pain, suffering, abuse, and shock, and depleting her of self esteem, self confidence, resources and faith in the Connecticut judicial system.

n. Causing the unlawful eviction of the Alliance Entities from their offices, and the possible execution of an unlawful foreclosure action on Yvonne Liebel's residence/Alliance Institute.

o. Tampering with the Plaintiffs' mail.

p. Issuing unlawful Eviction Execution Notice.

q. Applicable new counts for ethic violations in accordance with the laws of the State of Connecticut.

r. Applicable new counts for harassment in accordance with the laws of the State of Connecticut.

s. Applicable new counts for the destruction of Yvonne Liebel's personal and professional reputation.

t. Applicable new counts for the destruction of the Alliance Entities' personal and corporate missions.

u. Etc., etc. The number of violations and subsequent damage are too numerous to list at this time as they span over a period of several years.

8. In addition, the opposing parties on the other side of the Alliance Entities, where applicable to parties working alone or to parties working in concert with others, have resorted to abusive, dilatory and fraudulent tactics such as scheduling depositions; filing retaliatory and frivolous lawsuits; filing an unlawful eviction and an unlawful foreclosure; failing to mail copies of their pleadings to the Alliance Entities while presenting to the Court Certifications of Service; filing numerous pleadings and motions to the Court while appeal is pending to the Supreme Court of the United States, to bury Yvonne Liebel in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance in order to prevent her from properly prosecuting her Petition to the U.S. Supreme Court and defending the Alliance Entities' claims in on-going legal proceedings. By this conduct, the opposition has made it impossible for Yvonne Liebel to properly defend her properties and claims and the rights of her corporations' interests and claims.

9. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending

before the Supreme Court of the United States. The Waterbury Complex Litigation Docket's decision in related cases to non-suit Yvonne Liebel's corporations due to: not having zealous counsel to represent their claims; nor to allow Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Decisions rendered in this Court, effecting said cases, are also pending before the U.S. Supreme Court. Holding any Court hearings or rendering any Court decisions on significant matters such as foreclosure, eviction, and other actions, prepared by a cadre of New York/Connecticut attorneys, without proper notice and without counsel for the corporations, while the issue is before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results.

Dated at Danbury, October 14, 2002.

THE DEFENDANTS,
THE ALLIANCE FOUNDATION, INC.; YVONNE LIEBEL; GENERAL HOMES, INC.;
ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
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And
P.O. Box 1153, Ridgefield, CT 06877
Cell: 310-435-0769
Tel: 310-657-2771
Fax: 310-657-2731

Docket Number: SP02-10636

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC. :**STATE OF CONNECTICUT**

:**DANBURY SUPERIOR COURT**

VS. :

THE ALLIANCE FOUNDATION, INC. :**OCTOBER 14, 2002**

STATEMENT OF DEMAND

The amount, legal interest or property in demand is $15,000 or more, exclusive of interest and costs.

THE DEFENDANTS,
THE ALLIANCE FOUNDATION, INC.; YVONNE LIEBEL; GENERAL HOMES, INC.;
ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
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And
P.O. Box 1153, Ridgefield, CT 06877
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APPENDIX Q

"Counterclaims and Cross Claims" v. Rene Heinecke et al.
(By the Alliance Entities) 10/14/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 14, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 14 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: Rene Heinecke v. Yvonne Liebel No. CV-98 0333546 S
Counterclaims and Cross Claims

Dear Robin:

Faxed please find for filing in the above captioned matter, Counterclaims and Cross Claims filed by the Defendant, Yvonne Liebel and her corporations against the Plaintiff, Rene Heinecke and others.

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Representative: General Homes, Inc.; DTL-USA, Inc.; Alliance Foundation, Inc.; Alliance Capital, Inc. Alliance International Development Corp.

Cc: Per enclosed Certification

Docket Number: CV 98 0333546 S

RENE HEINECKE	**: STATE OF CONNECTICUT**
VS.	**: DANBURY SUPERIOR COURT**
YVONNE LIEBEL	**: OCTOBER 14, 2002**

COUNTERCLAIMS AND CROSS CLAIMS

COME NOW, YVONNE LIEBEL and her corporations: GENERAL HOMES, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; AND DTL-USA, INC., (Yvonne Liebel and her corporations shall be referred to from this point forward as the "Alliance Entities"), and present their Counterclaims and Cross Claims in the above-docketed case and show unto the Court as follows:

1.Yvonne Liebel, implicated in the above-docketed case, either prosecutes (through the filing of these Counterclaims and cross Claims) or defends (through the above-docketed case) on behalf of herself and/or her corporations.

2. Pursuant to P.B. Section 10-10, the Alliance Entities are implicated in the above matter as their counterclaims and cross claims " arise out of the transaction or one of the transactions which is the subject of the plaintiff's complaint" by virtue of Rene Heinecke's frivolous and fraudulent complaint brought against Yvonne Liebel and to that end, irregularities surrounding said complaint which adversely affected and continues to adversely affect the Alliance Entities' operations; financial solvency; their litigation against all opposing parties; and their corporate and personal missions, as more specifically described in Exhibit B below (Motion to Consolidate).

3. Therefore the Alliance Entities bring the claims listed below against Rene Heinecke and her counsel, Christopher Molyneaux and the Law Offices of Norman Voog.

4. Pursuant to P.B. Section 10-10: " and if necessary, additional parties may be summoned in to answer any such counterclaim or cross claim". The Alliance Entities are therefore summoning: Washington Mutual Bank F.A.; Sandy McArthur; Paul Rossitto;

Ridgefield Bank; Gary Smith; Reynolds and Rowella, LLP; Thomas F. Reynolds; The Visiting Nurse Association of Ridgefield, Inc.; Helena Nicholas; Joyce Ligi; Eugene Grant; Robert Nagro; Richard Solomon; Weil, Gotshal and Manges LLP; Bridge to Brotherhood, Inc.; Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; PricewaterhouseCoopers LLP/Kesselman and Kesselman; Brooks Laboratories, Inc.; The State of Connecticut, including but not limited to: Attorney William Barrente; Attorney Joyce A. Morin; the law firm of Reiner and Reiner (counsel for Washington Mutual Bank); Attorney John R. Williams; Attorney Stephen Fogerty; Ridgefield's Marshal, James E. Sullivan; Chief Justice, William J. Sullivan; Acting Chief Justice, David M. Borden; Chief Clerk, Appellate/Supreme Court, Francis J. Drumm, Jr.; Chief Clerk, Danbury Superior Court; Administrative Judge, John J. Langenbach; Danbury Superior Court, Judge Adams; Danbury Superior Court, Judge Arthur Hiller; Danbury Superior Court, Judge White; Danbury Superior Court, Judge Ginnochio; (Referred to from this point forward as the "Judiciary"), and the Ridgefield Postmaster.

5. In support of their Counterclaims and their Cross Claims, the Alliance Entities enter hereto and incorporate by reference herein the following documents:

i. Exhibit A, Third Amended Complaint filed on October 24, 2000 at the Danbury Superior Court at Danbury, Connecticut.

ii. Exhibit B, Motion to Consolidate the above-docketed case with all pending related cases at the Danbury Superior Court and the Waterbury Superior Court, Complex Litigation Docket filed in this Court by the Alliance Entities (Danbury: CV 00 0338142 S; SP02-10636; CV 02 0346367 S. Waterbury: (X02) CV-01-0167482; (X02) CV-01-0167556; (X02) CV-01-0167457; (X02) CV-01-0167458.

iii. Exhibit C, "Motion for Leave to Amend Third Amended Complaint and Response to the Defendants Motions to Strike" filed by the Alliance Entities on September 29, 2002 in the Waterbury Superior Court, Complex Litigation Docket;

iv. Exhibit D, All pleadings filed in all cases and in all Courts including the two appeals and Brief filed in the Connecticut Appellate/Supreme Court beginning November 2000;

v. Exhibit E, Two Petitions for Writ of Certiorari filed with the Supreme Court of the United States: Petition No. 01-158 filed on July 31, 2001, and Petition No. 02-431 filed on July 2, 2002;

vi. Exhibit F, Counterclaims and Cross Claims filed on October 5, 2002, and Supplement to Counterclaims and Cross Claims filed on October 13, 2002 by the Alliance Entities in the matter of Washington Mutual Bank F.A. v. Yvonne Liebel and General Homes, Inc. et al, at the Danbury Superior Court;

vii. Exhibit G, Counterclaims and Cross Claims filed by the Alliance Entities in the matter of the Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc., filed by the Alliance Entities on October 13, 2002 at the Danbury Superior Court.

viii. Exhibit H, Counterclaims and Cross Claims and Supplement to Counterclaims and Cross Claims filed by the Alliance Entities in the three matters of Eugene M. Grant v. The Alliance foundation, Inc. and Alliance Capital, Inc. at the Waterbury Superior Court, Complex Litigation Docket.

6. The Alliance Entities are therefore bringing the following Counterclaims and Cross claims against the Bank and all parties named in Points 3 and 4 of this document and charge them with the following Counts, as applicable to each party, and as more specifically described in testimony and evidence exhibited in Exhibit A (Third Amended Complaint): First Count – Conspiracy to Destroy a Business; Second Count- Breach of fiduciary duty; Third Count- Waste and Squandering of Corporate Assets; Fourth Count- Willful Mismanagement; Fifth Count- Fraudulent Misrepresentation; Sixth Count- Tortuous Interference with

Financial Expectation; Seventh Count- Legal Malpractice/Conflict of Interest; Eighth Count- Breach of Non-Disclosure agreement/Fraudulent misrepresentation; Ninth Count- Aiding and Abetting in Conspiracy to Destroy a Business; Eleventh Count- Tortuous Interference with Business Relationships; Twelfth Count- Constructive Fraud; Thirteenth Count- Legal Malpractice/Breach of Attorney client/ privilege/ Misrepresentation; Fourteenth Count- Legal Malpractice/Breach of Attorney Client Privilege/Fraudulent Misrepresentation; Fifteenth Count- Breach of Agreement; Sixteenth Count- Tortuous Interference with Business expectation; Seventeenth Count- Breach of Agreement/Fraudulent Misrepresentation; Eighteenth Count- Promissory Estoppel; Nineteenth Count- Fraudulent Misrepresentation; Twentieth Count- Breach of partnership Agreement; Twenty First Count- Promissory Estoppel; Twenty Second Count- Breach of Contract; Twenty Third Count- Breach of Contract; Twenty Fourth Count- Promissory Estoppel; Twenty Fifth Count- Contract Breach; Twenty Six Count- Breach of Contract; Twenty Seventh Count- Breach of Contract and Fraudulent Misrepresentation; Twenty-Eighth Count- Intentional Infliction of Emotional/Mental Distress;

7.In addition to the above claims, The Alliance Entities are also bringing the following claims against the State of Connecticut and the Judiciary for abuse of their power against the Alliance Entities, as applicable to each party, and charge them with the following, as more specifically described through testimony and evidence in Exhibits B, C, D, E, F, G, and H:

a. Forcefully and unlawfully transferring the Alliance Entities' case from a Court of proper venue to the Complex Litigation Docket, a new offshoot of the Superior Court System with wide latitude to interpret Connecticut law without an available published manual to all litigants.

b. Failing to transfer all related cases to a single court, causing chaos, confusion, errors and irreparable harm to the Alliance Entities' claims.

c. Inappropriately administering Connecticut Law in order to short circuit and harm the Alliance Entities' litigation to the detriment of their claims.

d. Causing countless errors and omissions in docket sheets, court schedules, court orders, transcripts, etc., thereby altering the true state of the files for members of the judiciary and for the public, and irreparably damaging the Alliance Entities' litigation.

e. Continuously violating the Alliance Entities' constitutional and civil rights to due process of law, access to the courts, fair representation, and freedom of speech, thereby adversely affecting legal proceedings.

f. Failing to consolidate the many related actions that arise out of the same controversy and share common parties, contrary to Connecticut Rules of Procedure that call for consolidation for judicial economy and complete determination of the facts, causing the Alliance Entities harassment, undue pressure, work, financial loss, chaos, confusion, and errors while distorting adjudication results to the opposing parties' advantage.

g. Conducting proceedings in a biased manner to favor the opposing parties, and playing "Musical Chairs" with Judges, in an effort to limit their liabilities, defuse their conduct and distort the Alliance entities' claims, causing an exhaustive and expensive appeal

process which to date ended with two separate Petitions for Writ of Certiorari to the United States Supreme Court. Petition 02-431 is pending.

h. Causing undue delays of legal proceedings or their inducement, to the advantage of the opposing parties.

i. Zealously clinging to procedure and abandoning the substance and intent of the law, to the detriment of the Alliance Entities' claims and to the interest of justice.

j. Causing Yvonne Liebel undue administrative, financial and physical hardships in order to sabotage her claims and her corporations' claims and exhaust her of her limited resources.

k. Limiting public access to the files.

l. Withholding memoranda of decisions and leaving the Alliance Entities' perplexed.

m. Conducting legal proceedings with egregious inconsideration to Yvonne Liebel's pro se representation and other limitations while inflicting upon her such pain, suffering, abuse, and shock, and depleting her of self esteem, self confidence, resources and faith in the Connecticut judicial system.

n. Causing the unlawful eviction of the Alliance Entities from their offices, and the possible execution of an unlawful foreclosure action on Yvonne Liebel's residence/Alliance Institute.

o. Tampering with the Plaintiffs' mail.

p. Issuing unlawful Eviction Execution Notice.

q. Applicable new counts for ethic violations in accordance with the laws of the State of Connecticut.

r. Applicable new counts for harassment in accordance with the laws of the State of Connecticut.

s. Applicable new counts for the destruction of Yvonne Liebel's personal and professional reputation.

t. Applicable new counts for the destruction of the Alliance Entities' personal and corporate missions.

u. Etc., etc. The number of violations and subsequent damage are too numerous to list at this time as they span over a period of several years.

8. In addition, the opposing parties on the other side of the Alliance Entities, where applicable to parties working alone or to parties working in concert with others, have resorted to abusive, dilatory and fraudulent tactics such as scheduling depositions; filing retaliatory and frivolous lawsuits; filing an unlawful eviction and an unlawful foreclosure; failing to mail copies of their pleadings to the Alliance Entities while presenting to the Court Certifications of Service; filing numerous pleadings and motions to the Court while appeal is pending to the Supreme Court of the United States, to bury Yvonne Liebel in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance in order to prevent her from properly prosecuting her Petition to the U.S. Supreme Court and defending the Alliance Entities' claims in on-going legal proceedings. By this conduct, the opposition has made it impossible for Yvonne Liebel to properly defend her property and claims and the rights of her corporations' interests and claims.

9. Yvonne Liebel and the Corporations do not have Connecticut counsel and Yvonne Liebel is not an attorney. Further, the Question of legal representation is now pending before the Supreme Court of the United States. The Waterbury Complex Litigation Docket's decision in related cases to non-suit Yvonne Liebel's corporations due to: not having zealous counsel to represent their claims; nor to allow Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Decisions rendered in this Court, effecting said cases, are also pending before the U.S. Supreme Court. Holding any Court hearings or rendering any Court decisions on significant matters such as foreclosure, eviction, and other actions, prepared by a cadre of New York/Connecticut attorneys, without proper notice and without counsel for the corporations, while the issue is before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results.

Dated at Danbury, Connecticut, October 14, 2002.

THE DEFENDANTS,
YVONNE LIEBEL; GENERAL HOMES, INC.;
THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____
Yvonne Liebel

8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
And
P.O. Box 1153, Ridgefield, CT 06877
Cell: 310-435-0769
Tel: 310-657-2771
Fax: 310-657-2731

Docket Number: CV 98 0333546 S

RENE HEINECKE	**: STATE OF CONNECTICUT**
VS.	**: DANBURY SUPERIOR COURT**
YVONNE LIEBEL	**: OCTOBER 14, 2002**

STATEMENT OF DEMAND

The amount, legal interest or property in demand is $15,000 or more, exclusive of interest and costs.

THE DEFENDANTS,
YVONNE LIEBEL; GENERAL HOMES, INC.;
THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.
(The "Alliance Entities")

By/S/_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
And
P.O. Box 1153, Ridgefield, CT 06877
Cell: 310-435-0769
Tel: 310-657-2771
Fax: 310-657-2731

APPENDIX R

Notices from the Danbury Superior Court and
Waterbury Superior Court Complex Litigation Docket, 10/15/02

The Courts' Clerks faxed the following notices to the Alliance Entities following their 10/13 and 10/14 filings:

Danbury Superior Court Notices in the cases of:

Washington Mutual Bank, F.A. v. Yvonne Liebel et al. – "Document exceeded 20 pages" (The Alliance Entities filed "Supplement to Counterclaims and Cross Claims" against Washington Mutual Bank, et al.)

Rene Heinecke v. Yvonne Liebel-"Document exceeded 20 pages" (The Alliance Entities filed "Counterclaims and Cross Claims" against Rene Heinecke, et al.)

Visiting Nurse Association v. The Alliance Foundation, Inc. "Documents returned, Judgment was entered" (The Alliance Entities filed "Counterclaims and Cross Claims" against the Visiting Nurse Association, Inc. et al.)

Waterbury Superior Court, Complex Litigation Docket Notices:

In the three (3) cases of Eugene Grant v. Alliance -
"Document exceeded 20 pages"
(The Alliance Entities filed "Counterclaims and Cross Claims" against Eugene Grant et al.)

Also see APPENDIX Z2

APPENDIX S

" Motion for Nonsuit" (By Defendant Eugene Grant) 10/16/02

X02 CV 01-0167482-S	:
YVONNE LIEBEL	: SUPERIOR COURT
PLAINTIFF,	: JUDICIAL DISTRICT OF WATERBURY
	: COMPLEX LITIGATION DOCKET
V.	:
EUGENE GRANT, ET AL.	:
DEFENDANT.	: OCTOBER 16, 2002

MOTION FOR NONSUIT

Pursuant to practice Book Sections 13-14, Defendant, Eugene M. Grant ("Grant"), hereby moves for entry of nonsuit against Plaintiff, Yvonne Liebel ("Liebel"), for her failure to appear for her scheduled deposition:

1. On October 2, 2002, Grant sent a Notice of Deposition to Liebel via certified mail, return receipt requested, to all known addresses of Liebel (Exhibits 1 and 3 attached hereto). The notice scheduled Yvonne Liebel's deposition for October 16, 2002 at 10:00 a.m. at the offices of Robinson & Cole LLP, 695 East Main Street, Stamford, Connecticut.

2. On October 2, 2002, Grant faxed the Notice of Deposition to Liebel at her last known fax numbers. Confirmation was received at one of those locations (Exhibit 2 attached hereto).

3. On October 3, 2002, the Notice of Deposition sent to Yvonne Liebel at P.O. Box 1153, Ridgefield, Connecticut was received and signed for by a Victor Anderson (Exhibit 4 attached hereto).

4. On October 2, 2002, a letter was also sent to Ms. Liebel with the Notice of Deposition and a document request informing her that we intend to proceed with her deposition on October 16, 2002 (Exhibit 5 attached hereto).

5. On October 15, 2002, we sent a message to Liebel via facsimile to her last known numbers and to the number of her attorney in Selma, Alabama confirming the deposition and asking if she needed directions to our office (Exhibit 6 attached hereto). We received no response.

6. Plaintiff, Yvonne Liebel, never contacted Defendant grant's counsel to request an adjournment of her deposition. Indeed, no communication of any kind was received from Ms. Liebel regarding her deposition.

7. Liebel failed to appear for her October 16, 2002 deposition.

WHEREFORE Defendant, Eugene Grant, respectfully request that a nonsuit be entered against Plaintiff, Yvonne Liebel, for her failure to appear for her scheduled deposition.

DEFENDANT
EUGENE GRANT

By_____
/S/Joseph L. Clasen
Thomas J. Donlon
Robinson & Cole LLP
695 East Main Street
Financial Centre
P.O. Box 10305
Stamford, CT 06904-2305
Telephone: (203) 462-7500
Fax: (203) 462-7599
Juris No. 101121

APPENDIX T

Marking "Off" short calendar hearing on Motions for Continuance and to Stay v. Washington Mutual Bank, F.A. (By the Alliance Entities) 10/17/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 17, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 2 pages including cover 203-207-8642

Attn: Ms. Robin Smith
Deputy Chief clerk

Re: Washington Mutual Bank, F.A vs. Yvonne Liebel, Et al. No. CV-02-0346367
Marking "off" short calendar hearing scheduled for 10/21/02

Dear Robin:

Please mark "off" the Defendants' Yvonne Liebel and General Homes, Inc.'s following motions, scheduled for October 21, 2002, at 9:30 A.M.

111.00 Motion for Stay N/A
113.00 Motion for Continuance N/A

Thank you for your time and attention.

Very truly yours,
/S/
Yvonne Liebel, pro se,
Representative: General Homes, Inc.; DTL-USA, Inc.; Alliance Foundation, Inc.; Alliance Capital, Inc. Alliance International Development Corp.

Cc: Jennifer R. Simbosky
Reiner, Reiner & Bendett, P.C.
160 Farmington Avenue

Farmington, CT 06032
(860) 677-2868
Juris No. 102892

APPENDIX U

"Plaintiffs' Objection to Defendant's Motion for Stay", and
"Plaintiff Objection to Defendant's Motion for Continuance"
(By Washington Mutual F.A.) 10/17/02

DOCKET NO. CV 02-0346367-S	:	SUPERIOR COURT
WASHINGTON MUTUAL BANK, INC.	:	J.D. OF DANBURY
VS.	:	AT DANBURY
LIEBEL, YVONNE, ET AL.	:	OCTOBER 17, 2002

PLAINTIFF'S OBJECTION TO DEFENDANT'S MOTION FOR STAY

The Plaintiff, Washington Mutual Bank, F.S.B., hereby respectfully objects to the Motion for Stay, filed October 7, 2002, (JSNO-No.111.00), by Defendant Yvonne Liebel, as follows:

1. The Defendant seeks a stay because she claims not to have received any of the Plaintiff's pleadings. To the extent that it is true that she did not receive certain motions it was only because the Plaintiff complied with the Practice Book requirements and certified its motions and pleadings according to the appearances reflected on the Court's computerized docket.

2. The Plaintiff, however, has further mailed a copy of each pleading and motion it has filed to the Defendant at each of her addresses, as now reflected on the Court's docket.

NOTICE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE

ORAL ARGUMENT REQUESTED
TESTIMONY NOT REQUIRED

3. The Defendant has already received the two week extension she has requested.

4. The Defendant alternatively requests that the Court stay this foreclosure until after the Supreme Court has considered her Petition for Certiorari which was filed in certain unrelated cases. This court previously denied the Defendant's Motion to Consolidate this action with the action as to which she filed the Petition for Certiorari. Therefore, whether or not the United States Supreme Court grants certiorari as to other cases is irrelevant and should not delay this foreclosure action. As the Appellate Court observed in Suffield Bank v. Berman, 25 Conn. App. 369, 373 (1991), the Practice Book procedures are to allow "foreclosure cases to move as swiftly as possible through our court system." Therefore, it would run counter to the purpose and provisions of the practice Book to unnecessarily delay this foreclosure action.

5. The Plaintiff notes that the Defendant concurrently filed a pleading in this action; therefore, she can claim no prejudice of the Plaintiff pursues this foreclosure action. She should not be allowed to litigate and seek delays at the same time.

6. The Defendant does not dispute in her pleading that she borrowed $1,925,000.00 from the Plaintiff, executed and delivered a promissory note to the plaintiff for this loan, and gave the plaintiff a mortgage securing the indebtedness, nor does the defendant deny that the loan is in default and has been in default for non-payment of the monthly installments due on March 1, 2002, and thereafter, until the Plaintiff exercised it right to accelerate the indebtedness by

bringing this action. Equity favors allowing the Plaintiff to pursue this foreclosure action to seek recourse to the security for this debt.

For all of these reasons, the Court should deny the Defendant's Motion for Stay.

THE PLAINTIFF,

By_____
/S/ David F. Borino
REINER, REINER & BENDETT, P.C.
ITS ATTORNEYS

ORDER

The above objection having been duly considered, it is hereby ordered that it be (Granted/denied)

BY THE COURT

DATED:

_____
JUDGE/CLERK

CERTIFICATION

I hereby certify that a copy of the forgoing was hereby mailed postage prepaid paid to all counsel of record and pro se parties of record on October 17, 2002.

Yvonne Liebel
P. O. Box 1153
Ridgefield, CT 06877
Nancy Esposito, Esq.
Eight Fairfield terrace
Norwalk, CT 06851

Yvonne Liebel
8913 Olympic Boulevard, Suite 101
Beverly Hills, CA 90211

/S/_____
David F. Borrino
Commissioner of the Superior Court

DOCKET NO. CV 02-0346367-S	:	SUPERIOR COURT
WASHINGTON MUTUAL BANK, INC.	:	J.D. OF DANBURY
VS.	:	AT DANBURY
LIEBEL, YVONNE, ET AL.	:	OCTOBER 17, 2002

PLAINTIFF'S OBJECTION TO DEFENDANT'S MOTION FOR CONTINUANCE

The Plaintiff, Washington Mutual Bank, F.S.B., hereby respectfully objects to the Motion for Continuance, filed October 7, 2002, (JSNO-No.113.00), by Defendant Yvonne Liebel, as follows:

1. The Defendant seeks a continuance because she claims not to have received any of the Plaintiff's pleadings. To the extent that it is true that she did not receive certain motions it was only because

the Plaintiff complied with the Practice Book requirements and certified its motions and pleadings according to the appearances reflected on the Court's computerized docket.

2. The Plaintiff, however, has further mailed a copy of each pleading and motion it has filed to the Defendant at each of her addresses, as now reflected on the Court's docket.

NOTICE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE

ORAL ARGUMENT REQUESTED
TESTIMONY NOT REQUIRED

3. The Defendant has already received the two week extension she has requested.

4. The Defendant alternatively requests that the Court continue this foreclosure until after the Supreme Court has considered her petition for certiorari which was filed in certain unrelated cases. This court previously denied the Defendant's Motion to Consolidate this action with the action as to which she filed the Petition for Certiorari. Therefore, whether or not the United States Supreme Court grants certiorari as to other cases is irrelevant and should not delay this foreclosure action. As the Appellate Court observed in Suffield Bank v. Berman, 25 Conn. App. 369, 373 (1991), the Practice Book procedures are to allow "foreclosure cases to move as swiftly as possible through our court system." Therefore, it would run counter to the purpose and provisions of the practice Book to unnecessarily delay this foreclosure action.

5. The Plaintiff notes that the Defendant concurrently filed a pleading in this action; therefore, she can claim no prejudice of the Plaintiff pursues this foreclosure action. She should not be allowed to litigate and seek delays at the same time.

6. The Defendant does not dispute in her pleading that she borrowed $1,925,000.00 from the Plaintiff, executed and delivered a promissory note to the plaintiff for this loan, and gave the plaintiff a mortgage securing the indebtedness, nor does the defendant deny that the loan is in default and has been in default for non-payment of the monthly installments due on March 1, 2002, and thereafter, until the Plaintiff exercised it right to accelerate the indebtedness by bringing this action. Equity favors allowing the Plaintiff to pursue this foreclosure action to seek recourse to the security for this debt.

For all of these reasons, the Court should deny the Defendant's Motion for Extension of Time.

THE PLAINTIFF,

By_____
/S/ David F. Borino
REINER, REINER & BENDETT, P.C.
ITS ATTORNEYS

ORDER

The above objection having been duly considered, it is hereby ordered that it be (Granted/denied)

BY THE COURT

DATED:

_____
JUDGE/CLERK

CERTIFICATION

I hereby certify that a copy of the forgoing was hereby mailed postage prepaid paid to all counsel of record and pro se parties of record on October 17, 2002.

Yvonne Liebel
P. O. Box 1153
Ridgefield, CT 06877

Nancy Esposito, Esq.
Eight Fairfield terrace
Norwalk, CT 06851

Yvonne Liebel
8913 Olympic Boulevard, Suite 101
Beverly Hills, CA 90211

/S/_____
David F. Borrino
Commissioner of the Superior Court

APPENDIX V

"Plaintiffs' Response to Defendant Eugene Grant's Motion for Nonsuit, Notice for Deposition, and Requests for Documents" (By the Alliance Entities) 10/18/02

Docket Numbers: (X02) CV-01-0167482

THE ALLIANCE FOUNDATION, INC. YVONNE LIEBEL; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; GENERAL HOMES, INC.	:	STATE OF CONNECTICUT
	:	WATERBURY SUPERIOR COURT
VS.	:	COMPLEX LITIGATION DOCKET
EUGENE GRANT; ROBERT NAGRO; RICHARD SOLOMON; WEIL, GOTSHAL AND MANGES, LLP; MARK HOENIG; DAVID STONE; RIDGEFIELD BANK; REYNOLDS AND ROWELLA LLP; BRIDGE TO BROTHERHOOD, INC.; IRA MILSTEIN; MARVIN JACOB; PRICEWATERHOUSECOOPERS LLP/ /KESSELMAN AND KESSELMAN LLP.	:	OCTOBER 18, 2002

PLAINTIFFS RESPONSE TO DEFENDANT EUGENE GRANT'S MOTION FOR NONSUIT, NOTICE OF DEPOSITION, AND REQUESTS FOR DOCUMENTS

The Plaintiffs, YVONNE LIEBEL; THE ALLIANCE FOUNDATION, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; AND GENERAL HOMES, INC. (the "Alliance Entities") in the above-docketed case present before this Honorable Court this "Plaintiffs Response to Defendant Eugene Grant' Motion for Nonsuit, Notice of Deposition, and Requests for Documents".

ORAL ARGUMENT NOT REQUESTED
TESTIMONY NOT REQUIRED

The Plaintiffs now show unto the Court as follows:

1.The above-docketed case is before this Honorable Court.

2.The Alliance Entities are directly and/or indirectly implicated in all Counts in their Third Amended Complaint filed in the Danbury Superior Court on October 24, 2000, and now pending before this Court.

3.Defendant Eugene Grant filed his "Motion for Nonsuit" for failure to appear to his scheduled deposition on October 16, 2002, on October 16, 2002.

4.Yvonne Liebel has been denied zealous counsel by the Defendants, and therefore has been filing all pleadings pro se and as a representative of her own corporations. Yvonne Liebel is not an attorney.

5.On July 31, 2002 Yvonne Liebel filed a "Motion to Consolidate" the above-docketed matter with seven (7) related pending matters, as she has done countless times before. On August 19, 2002, her Motion was denied. This resulted in Yvonne Liebel having to prepare separate pleadings in each pending case.

6.Yvonne Liebel prepared said pleadings without the assistance of Connecticut counsel, or any other counsel. Although there are eight (8) related actions pending in the Danbury and the Waterbury Complex Litigation Docket, and Yvonne Liebel manages them alone, she always copies all opposing counsel; pro se parties; and the Judiciary. The copying process in itself is a significant undertaking as it involves copies to approximately 15 parties in each case.

7.Yvonne Liebel presents before this Honorable Court that the schedule of legal proceedings just prior to October 2, 2002, the date the Defendant, Eugene Grant filed his Request for Deposition and Requests for Documents, and October 16, 2002, the date of the Deposition, prevented her from responding to the Defendant, Eugene Grant' documents nor attend his deposition.

8. The following is Yvonne Liebel's schedule of legal proceedings between September 24, 2002 and October 16, 2002:

a. On September 24, 2002, when Yvonne Liebel did not receive notices from the Court on her pending Motions to Stay filed on August 29, 2002, she filed a second Motion to Stay, pending a U.S. Supreme Court decision in her cases. One of the Questions before the Court is Yvonne Liebel's representation of her corporations resulting from denied counsel. The Writ was filed by Yvonne Liebel on July 2, 2002, and amended on September 14, 2002.

b. On Thursday, September 26, 2002, Yvonne Liebel filed with this Court (Schuman, J.) a Motion for Continuance with regard to a September 30, 2002 hearing on the Defendants' Motions to Strike for the following compelling reasons: a. being in Alabama and focusing on issues concerning her Petition to the U.S. Supreme Court; b. Unable to respond to the extensive motions to strike, due an unreasonable time limitations resulting from Court mailing errors; and c. not having Connecticut Counsel; She wrote: "The Waterbury Complex Litigation Docket's decision (Sheldon, J.), dated June 27, 2002 to non-suit the corporate Plaintiffs due to not having zealous counsel to represent their claims; nor to allow the Plaintiff, Yvonne Liebel to represent them, in the alternative; nor to provide the corporations with a Court appointed counsel, in the alternative; nor to assist the corporate plaintiffs to obtain such counsel, in the alternative; is contested by Yvonne Liebel and the corporations in the Petition for Writ of Certiorari. Holding a hearing on Motions to Strike prepared by a cadre of New York/Connecticut attorneys

without proper notice and without counsel for the corporations, while the issue of representation in said cases is pending before the U.S. Supreme Court, is contrary to Laws of the State of Connecticut and to the constitutional and civil rights of Yvonne Liebel and her corporations, and shall carry grave consequences to adjudication results."

c. On Friday, September 26, 2002, Hon. Schuman, J. denied Yvonne Liebel's Motion for Continuance. She received the Notice on September 27, 2002.

d. Immediately following receipt of the Court's Order, on September 27, Yvonne Liebel, frantically, began drafting a Motion for Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike, to the best of her ability.

e. On Sunday night, September 29, 2002, at 9:53 P.M., upon completion, Yvonne Liebel faxed from Birmingham, Alabama to this Court her "Motion for Leave to Amend Third Amended Complaint and Response to the Defendants' Motions to Strike". It wasn't humanly possible for her to physically attend the September 30th, Monday morning hearing. The Motion for leave to Amend asked the Court to amend the Complaint to include new defendants in the above docketed-case and add all Plaintiffs in the Third Amended Complaint to all causes of actions.

f. On Monday, September 30, 2002, Court Officer Melanie Dillon faxed a message to Yvonne Liebel, that the Court's fax cover sheet must be attached to her pleadings or they will be discarded, although Yvonne Liebel faxed a detailed cover page with her pleading (this is the first time in over a year of communications that Yvonne Liebel received such instructions from this Court.)

g. On October 1, 2002, Yvonne Liebel re-faxed the September 24; September 26; and the September 29 pleadings, with

the Court's fax cover page. It took several hours to refax the extensive pleadings in each of the cases.

h. On October 2, 2002, Yvonne Liebel received by fax the Defendant's Eugene Grant's pages of "Request for Production of Documents to Plaintiff Yvonne Liebel" and "Notice of Deposition" for October 16, 2002.

i. On Thursday, October 3, 2002, Yvonne Liebel called Melanie Dillon to find out about the outcome of the hearing on Monday, September 30, following the Court's receipt of her "Motion to Leave to Amend and Response to the Defendants' Motions to Strike". Shocked beyond words, Yvonne Liebel heard officer Dillon say that the Court (Schuman, J.) held the hearing on the Defendants' Motions to Strike on Friday, September 27, 2002. Yvonne Liebel felt ill. It became crystal clear that the Court predated the hearing, or misled her about the date of the hearing in order to avoid her defense against the Defendants' Motions to Strike.

j. On October 3, 2002, the Danbury Court Clerk informed Yvonne Liebel, that on Monday, October 7, 2002, at 9:30 A.M. the Court was scheduled to rule in a short calendar hearing on a "Motion for Judgment of Strict Foreclosure" and "Finding of Entitlement to Possession" of her home. Yvonne Liebel had no knowledge of said hearing, as she did not receive a copy of Washington Mutual Bank's pleading, nor a notice from the Court.

k. Under extreme duress, time and financial constraints, Yvonne Liebel filed on Friday night, October 4, a Motion for Continuance.

l. On Saturday night, October 5, 2002, Yvonne Liebel, angered for not knowing about the hearing, and fearful and anxious by the Bank and the Court's conduct with regard to her home, filed "Counterclaims and Cross Claims" against the Bank, implicating the

Defendants in the above-docketed matter, and the State of Connecticut Judiciary.

m. On Sunday, October 6, 2002, Yvonne Liebel boarded a flight from Birmingham, Alabama to Hartford, Connecticut to attend the foreclosure hearing.

n. On Monday morning, October 7, 2002, Yvonne Liebel was present at the Danbury Superior Court. (The extreme stress Yvonne Liebel was under in the past few days, due to the Defendants and the Courts' conduct and abuse, caused her severe laryngitis and chest cold to a point she could barely speak. She remained very ill for the next several days.) At the very last minute at the hearing, in a surprise move, the Bank marked "off" the hearing, making her Motion for Continuance, moot (she found out yesterday that her Motion for Continuance and Motion to Stay were scheduled on the short calendar for October 21, 2002. She'll mark them "off").

o. Yvonne Liebel asked the Danbury Court Clerk to copy all pleadings and Court rulings in the Foreclosure file. On October 8, 2002, Yvonne Liebel picked up copies of the file and transcript from the October 7, hearing.

p. On October 9, Court Officer Melanie Dillon faxed to Yvonne Liebel, the Court (Schuman, J.) ruling on the Motions to Strike.

q. Immediately following receipt of the October 9, Order, Yvonne Liebel began drafting, to the best of her ability, defenses in the above-docketed case and in all related actions.

r. On October 13, 2002, Yvonne Liebel filed by fax, in the Danbury Superior Court supplement to her October 5, 2002 "Counterclaims and Cross Claims" in the foreclosure matter, further implicating the Bank, new defendants and this Honorable Court. The "Supplement to Counterclaims and Cross Claims" was a 36

Page document and was also faxed to this Court. Cover page and fax cover pages were included.

s. On October 14, 2002, Yvonne Liebel filed in both the Danbury Superior Court and this Court with cover pages and fax cover pages the following documents: Counterclaims and Cross Claims in the Rene Heinecke v. Yvonne Liebel (15 pages); Counterclaims and Cross Claims in the Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. (15 pages); Counterclaims and Cross Claims in the Eugene Grant v. The Alliance Foundation, Inc.(40 pages); Counterclaims and Cross Claims in the Eugene Grant v. Alliance Capital, Inc.(40 pages); and Counterclaims and Cross Claims in the Eugene Grant v. Alliance capital, Inc. (40 pages).

t. On Tuesday, October 15, 2002, the day after the Columbus Day holiday, Yvonne Liebel received a fax from the Danbury and the Waterbury Complex Litigation Docket that her fax documents did not get filed as they exceeded 20 pages.

u. On October 16, 2002, the day of the Deposition, copies of all six pleadings that were filed by fax at the Danbury Superior Court and the Waterbury Complex Litigation Docket on October 13 and 14, 2002, were Express-Mailed to all parties, including all Courts (totaling over 4000 pages) (See Exhibit A, Express Mail receipts dated October 16, 2002). Cost of printing and mailing exceeded $500.

9. The Defendant, Eugene Grant and all opposing parties on the other side of Yvonne Liebel and her Corporations, whether parties working alone or in concert with others, have resorted to abusive, dilatory and fraudulent tactics such as: depriving Yvonne Liebel and her corporations of Connecticut counsel, forcing her to represent herself and her corporations to their detriment; scheduling untimely depositions; filing retaliatory and frivolous lawsuits; filing an unlawful eviction and an unlawful foreclosure;

failing to mail copies of their pleadings to the Alliance Entities while presenting to the Court Certifications of Service; filing numerous pleadings and motions to the Court while appeal is pending to the Supreme Court of the United States, to bury Yvonne Liebel in a deluge of paperwork for the purpose of harassment, intimidation, undue delay and annoyance in order to prevent her from properly prosecuting her Petition to the U.S. Supreme Court. By this conduct, the opposition has made it impossible for Yvonne Liebel to properly prosecute/defend her claims and her corporations' in on-going legal proceedings in the Connecticut Courts.

10.Yvonne Liebel and her corporations filed countless pleadings and exhibits with the Courts (see list below), including a Third Amended Complaint that provided detailed testimony and hundreds of pages of evidence to support the Plaintiffs' allegations in the Complaint. Yvonne Liebel's major reason for this unorthodox submission of evidence was her concern that not being an attorney, and not having zealous counsel to represent her and the corporations, her pleadings would be insufficient. The evidence was to compensate for any deficiencies in her pleadings.

11.The Defendant, Eugene Grant, like the rest of the Defendants, did not yet answer the Complaint filed in 2000, or acknowledge any of the exhibits. The only documents Defendant Grant was able to produce as evidence were fraudulent notes against Alliance Capital, Inc. that did not contain signatures by the corporation.

12. Further, Yvonne Liebel's testimony in transcripts was often "loaded" with errors (E.g. Stamford Complex Litigation Docket, November 15, 2000 hearing, Hon. Tierney, J. Presiding. Tierney J. was willing to correct only 18 of his 21 Court errors in a single transcript, and only after Yvonne Liebel filed a Motion for Rectification. Following this fiasco, Yvonne Liebel requested a tape-recorder in the Courtroom, which Tierney J. denied. Too many such examples exist to list in this document, however, details of this

incident can be found in the first Petition for Writ of Certiorari filed in July 2001. See documents listed below.)

13.The thousands of pages that Yvonne Liebel prepared and filed since she commenced the action against the Defendant, Eugene Grant and others, clearly detail what Yvonne Liebel knows, or what she thinks she knows, based on what was disclosed to her by the Defendants. However, her knowledge is still very limited as to what the Defendants actually did with her corporations and their assets, as their actions stem from a conspiracy that weaved an unprecedented web of individuals and entities that took part in her corporations' destruction, as she knew them.

14. Considering that Yvonne Liebel does not have a trustworthy attorney; that any testimony given alone in the presence of Defendant Eugene Grant's attorneys will be tampered with; that this litigation is unique in its scope of the crimes committed and the individuals and entities involved; that Yvonne Liebel told her story to a point of exhaustion supported by endless pieces of evidence; and that the Defendant, Eugene Grant did not yet answer any of the Alliance Entities' pleadings, Yvonne Liebel and her corporations refuse to be further subjected to conventional discovery methods i.e. further requests for documents, depositions, and/or interrogatories, until such time that the Defendants fully respond to the Plaintiffs' testimony and evidence already presented in the Courts.

15.The only method of deposition that will be agreeable to Yvonne Liebel and her corporations is a written deposition. Any questions remaining for Defendant, Eugene Grant may be presented in writing, with a copy to the Court. Yvonne Liebel will not sit alone with Defendant, Eugene Grant' lawyers, unprotected by counsel.

16.Although Eugene Grant is a "very elderly gentleman", as his counsel likes to put it, Yvonne Liebel advises him that it is not to late to start dealing with the truth. Defendant Eugene Grant should make every effort to resolve this matter by letting Yvonne Liebel

know exactly what was done to and with her corporations and their assets, including The Alliance Foundation, Inc.'s IRS private letter tax rulings, in order to halt this rampant, infectious corruption and begin the healing process.

17. The Plaintiffs, Yvonne Liebel and her Corporations, incorporate by reference herein, the following documents:

i. Third Amended Complaint filed on October 24, 2000 at the Danbury Superior Court at Danbury, Connecticut.

ii. Motion to Consolidate the above-docketed case with all pending related cases at the Danbury Superior Court and the Waterbury Superior Court, Complex Litigation Docket filed in this Court by the Alliance Entities on July 31, 2002 (Danbury: CV 00 0338142 S; SP02-10636; CV 98 0333546 S; CV 02 0346367 S. Waterbury: (X02) CV-01-0167482; (X02) CV-01-0167556; (X02) CV-01-0167457; (X02) CV-01-0167458.

iii. "Motion for Leave to Amend Third Amended Complaint and Response to the Defendants Motions to Strike" filed by the Alliance Entities on September 29, 2002 in the Waterbury Superior Court, Complex Litigation Docket;

iv. All pleadings filed in all cases and in all Courts including the two appeals and Brief filed in the Connecticut Appellate/Supreme Court beginning November 2000;

v. Two Petitions for Writ of Certiorari filed with the Supreme Court of the United States: Petition No. 01-158 filed on July 31, 2001, and 3 volume Petition No. 02-431 filed on July 2, 2002;

vi. Counterclaims and Cross Claims filed on October 5, 2002, and Supplement to Counterclaims and Cross Claims filed on October 13, 2002 by the Alliance Entities in the matter of

Washington Mutual Bank F.A. v. Yvonne Liebel and General Homes, Inc. et al, at the Danbury Superior Court and this Court;

vii. Counterclaims and Cross Claims in the three (3) matters of Eugene Grant v. The Alliance Foundation, Inc. and Alliance Capital, Inc., filed by the Alliance Entities on October 13, 2002 at the Danbury Superior Court and this Court.

viii. Counterclaims and Cross Claims filed by the Alliance Entities in the matter of The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. filed on October 13, 2002 at the Danbury Superior Court.

ix. Counterclaims and Cross Claims filed by the Alliance Entities in the matter of Rene Heinecke v. Yvonne Liebel, filed on October 13, 2002 at the Danbury Superior Court.

WHEREFORE, The Alliance Entities, pray this Court will deny the Defendant, Eugene Grant's Motion for Nonsuit, as the Plaintiff, Yvonne Liebel was physically unable to respond or attend the Defendant's deposition; Pray this Court shall order the Defendant, Eugene Grant to answer the Third Amended Complaint with its voluminous evidence; and Pray the Court shall not force Yvonne Liebel into a lone deposition with the Defendants' counsel.

Respectfully submitted,

/S/_____

Yvonne Liebel
The Alliance Foundation, Inc.

Alliance International Development Corp.
Alliance Capital, Inc.
General, Homes, Inc.
DTL-USA, Inc.
(The "Alliance Entities")

APPENDIX W
"Motion for Continuance" (By the Alliance Entities)
10/18/02

Yvonne Liebel

P.O. Box 1153
Ridgefield, Connecticut 06877
Cell: 310-435-0769

8913 Olympic Blvd. Suite 101
Beverly Hills, California 90211
Tel: 310-657-2771
Fax: 310-657-2731

October 18, 2002

Via Fax: (203) 236-8234 (cover plus 7 pages)

203-596-4023
Clerk of the Court
Waterbury Superior Court, 300 Grand Street

203-236-8234
Complex Litigation Docket,
400 Grand Street
Waterbury, CT 06702 (Att. Melanie Dillon/ Hon. Schuman, J./Hon. Sheldon, J.)

Re: The Alliance Foundation, Inc. et al vs. Eugene Grant et al No. (X02) CV-01-0167482

Motion for Continuance, on amending Third Amended Complaint

Dear Sir/Madam:

Faxed please find for filing the plaintiffs' Motion for Continuance on filing an Amended Third Amended Complaint, pursuant to the Court's Order (Hon. Schuman, J.) of October 9, 2002, to amend said Complaint by October 24, 2002. Order was rendered following a hearing dated September 27/30, 2002, on Motions to Strike, filed by the Defendants, Eugene Grant, Robert Nagro, and Richard Solomon on July 16, 2002, and Defendants, Weil, Gotshal and Manges, LLP, Mark Hoenig, and David Stone, on August 15, 2002. Plaintiffs were not present at said hearing.

Considering the serious nature of the circumstances stated in pleadings filed by the plaintiffs in the above-docketed case, and in their Counterclaims and Cross Claims filed in related cases, the pro se plaintiffs request a 60 day continuance, or until Monday, December 9, 2002, to further study their recourse and/or secure Connecticut counsel to protect their claims in this matter.

Thank you for your time and attention.

Very truly yours,

/S/
Yvonne Liebel, pro se,
Shareholder, Founder and CEO:
The Alliance Foundation, Inc.; DTL-USA, Inc.
Alliance Capital, Inc.; General Homes, Inc.;
Alliance International Development, Inc.

CC: per Certification page

Docket Numbers: (X02) CV-01-0167482

THE ALLIANCE FOUNDATION, INC. YVONNE LIEBEL; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; GENERAL HOMES, INC.	:	STATE OF CONNECTICUT
	:	WATERBURY SUPERIOR COURT
VS.	:	COMPLEX LITIGATION DOCKET
EUGENE GRANT; ROBERT NAGRO; RICHARD SOLOMON; WEIL, GOTSHAL AND MANGES, LLP; MARK HOENIG; DAVID STONE; RIDGEFIELD BANK; REYNOLDS AND ROWELLA LLP; BRIDGE TO BROTHERHOOD, INC.; IRA MILSTEIN; MARVIN JACOB; PRICEWATERHOUSECOOPERS LLP/ /KESSELMAN AND KESSELMAN LLP.	:	OCTOBER 18, 2002

MOTION FOR CONTINUANCE

COMES NOW, YVONNE LIEBEL, et al., in the above-docketed case and presents this Motion for Continuance, and shows unto the Court as follows:

1. The above-docketed case is before this Honorable Court.

2. Yvonne Liebel and her corporations are implicated in all 28 counts of their Third Amended Complaint. Yvonne Liebel prosecutes on behalf of herself and/or her corporations in this matter.

3. On October 9, 2002, the Court (Hon. Schuman, J.) issued an Order to strike certain Counts from said Third Amended Complaint, following a hearing on Motions to Strike filed by the Defendants, Eugene Grant, Robert Nagro, and Richard Solomon on July 16, 2002, and Defendants, Weil, Gotshal and Manges, LLP, Mark Hoenig, and David Stone, on August 15, 2002. Plaintiffs were not present at said hearing.

4. Prior to the hearing, numerous Motions to Stay and a Motion for Continuance were filed by the pro se Plaintiffs, all of which were denied by the Court.

5. Therefore, the Plaintiffs filed a last minute response to the Defendants' Motions to Strike.

6. The Court's stated hearing date of September 27, 2002 and circumstances surrounding said hearing, and the Court's conduct, are contested by the Plaintiffs.

7. Subsequently, the Plaintiffs filed a Supplement to Counterclaims and Cross Claims, and Counterclaims and Cross Claims, in related matters, implicating the Court.

8. On October 9, 2002, the Court ordered the Plaintiffs to amend their Third Amended Complaint within fifteen (15) days of said order or by October 24, 2002.

9. Considering the serious nature of the allegations stated in pleadings filed by the Plaintiffs in the above-docketed case, and in related cases, the pro se Plaintiffs request a 60 day continuance, or until Monday, December 9, 2002, to further study their recourse and/or attempt to secure Connecticut counsel to protect their claims in this matter.

WHEREFORE, Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development, Corp.; DTL-USA, Inc.; and General homes, Inc. pray the Court to grant them their Motion for Continuance in said case until December 9, 2002, to allow them to further study their recourse and/or secure Connecticut counsel to protect their claims in this matter.

Respectfully submitted,

/S/_____

Yvonne Liebel, et al.

ORDER

_____

The Court (Hon. Schuman, J.)

CERTIFICATE OF SERVICE

This is to certify that I have on the 18th day of October 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon all parties listed on the 2 attached certification pages.

APPENDIX X

"Defendant's Opposition to Motion for Continuance"
(By Eugene Grant) 10/22/02

X02 CV 01-0167482-S	:	
YVONNE LIEBEL	:	SUPERIOR COURT
PLAINTIFF,	:	JUDICIAL DISTRICT OF WATERBURY
	:	COMPLEX LITIGATION DOCKET
V.	:	
EUGENE GRANT, ET AL.	:	
	:	OCTOBER 22, 2002
DEFENDANTS.		

DEFENDANT'S OPPOSITION TO MOTION FOR CONTINUANCE

Pursuant to Practice Book Section 11-1, Defendant , Eugene M. Grant ("Grant"), hereby submits the following response in opposition to the motion of plaintiff, Yvonne Liebel ("Liebel"), for a continuance of time in which to file a further amended complaint. For the past two years Liebel has delayed this proceeding with meritless motions and multiple improper interlocutory appeals. Further delay at this time is unacceptable. The motion should be denied.

The third amended complaint in this matter was served on or about October 29, 2000. Following the first series of improper interlocutory appeals, and the withdrawal of three plaintiffs' counsel, Grant filed a motion for nonsuit of the former corporate plaintiffs on December 17, 2001. As a result of Liebel's improper and dilatory tactics, that motion was not finally ruled on until June 27, 2002. All corporate plaintiffs were nonsuited by that decision. (Footnote: Nonetheless, Liebel purports to bring the present motion on the part

of corporations who have not been parties for months whom it has been definitively established she could not represent anyway.)

On July 16, 2002, Grant filed a motion to strike. By this Court's order of October 8, 2002 Grant's motion was granted in part. (Footnote: This Court's Order also granted the motions of other defendants to strike counts in the Third amended Complaint which did not involve Grant.). In accordance with practice Book Section 10-44, this Court gave Liebel fifteen days to submit a substitute pleading. Although the issues and need to amend the complaint have been on the record for three months, Liebel now seeks a further delay of sixty (60) days.

This is just another attempt by Liebel to drag out this process to the prejudice of Grant. At each step of the way Grant has abided by the procedural requirements and attempted to move this case to a final resolution. Liebel on the other hand has ignored basic procedural requirements and constantly sought delay. For example prior to the hearing on the motion to strike Liebel filed two motions for stay and a separate request for continuance. In the interim, Liebel attempted to file an amendment to counts of the Third Amended Complaint that had already been dismissed and to add totally improper parties including the State of Connecticut.

Liebel' motion gives no reason for a continuance this time, except to raise once again the phantom that she may attempt to obtain counsel. In the course of considering the issue of corporate representation, Judge Sheldon gave Liebel three separate extensions to obtain counsel totaling over five months but she never did. It is totally unfair for the false claims against Grant to be allowed to linger while Liebel goes through the same charade once more. (Footnote: Further Liebel has regularly told every court up through the U.S. Supreme Court that only she can properly represent her interests, as she has done pro se since the case began.) Liebel should either file a timely substituted pleading in accordance with the

Practice Book and this Court's order, or permit the case to continue on the remaining allegations of the existing Third Amended Complaint.

WHEREFORE Defendant Eugene Grant, respectfully requests this Court to deny Plaintiff, Yvonne Liebel's motion for continuance of the time for filing a substitute pleading.

DEFENDANT
EUGENE GRANT

By _____

Joseph L. Clasen
/S/ Thomas J. Donlon
Robinson & Cole LLP
695 East Main Street
Financial Centre
P. O. Box 10305
Stamford, CT 06904-2305
Telephone: (203) 462-7500
Fax: (203) 462-7599
Juris No. 101121

APPENDIX Y

"Defendant's Reply to Plaintiff's Response to Motion for Nonsuit"
(By Eugene Grant) 10/22/02

X02 CV 01-0167482-S	:	
YVONNE LIEBEL	:	SUPERIOR COURT
PLAINTIFF,	:	JUDICIAL DISTRICT OF WATERBURY
	:	COMPLEX LITIGATION DOCKET
V.	:	
EUGENE GRANT, ET AL.	:	
	:	OCTOBER 22, 2002
DEFENDANTS.		

DEFENDANT'S REPLY TO PLAINTIFF'S RESPONSE TO MOTION FOR NONSUIT

Defendant Eugene M. Grant ("Grant") hereby submits this reply to the response of plaintiff Yvonne Liebel ("Liebel"), dated October 18, 2002, to the Motion for Nonsuit.

1. The motion for nonsuit was based upon Liebel's failure to appear on October 16, 2002 for her deposition in this matter after proper notice.

2. Liebel in her response admits that she received the notice of deposition on October 2, 2002, two weeks before the deposition. See Plaintiff's response, Page 8(h).

3. Liebel does no deny that a certified mail copy of the Notice of Deposition was signed for on her behalf.

4. Liebel does not deny that a follow up letter was sent to her by facsimile on October 15, 2002 confirming the time and place of the deposition.

5. Liebel does not deny that she failed to even attempt to contact

defense counsel prior to her refusal to appear at the deposition.

6. Liebel admits (See Plaintiff's response, Page 8 (s)) that on October 14, 2002 she attempted to file pleadings with this court in matters other than the present case, contrary to this Court's order of October 8, 2002. See copy of order attached.

7. Liebel states specifically that, not only was her refusal to appear at her scheduled deposition intentional, but also that she will refuse to appear at any other deposition, or participate in any discovery: "Yvonne Liebel and her corporations refuse to be further subjected to conventional discovery methods i.e. further requests for production, depositions and/or interrogatories" See plaintiff's response, Page 14.

8. Grant served a Request for Production of Documents on Liebel on October 2, 2002. A response is due November 1, 2002. Liebel's statement in page 14 of her Response demonstrates she will refuse to answer this discovery also.

9. A party to an action, particularly the plaintiff, may not categorically refuse to participate in her own deposition, nor to attempt to determine which methods of discovery, permitted under the Practice Book, an opposing party may utilize.

10. Liebel's response demonstrates that she has committed flagrant violations of the rules of discovery and will abide by the rules in the future.

11. In these circumstances, entry of non-suit is the only viable sanction.

WHEREFORE Defendant Eugene Grant, respectfully requests that a nonsuit be entered against Plaintiff, Yvonne Liebel, for failure to appear for her scheduled deposition and her refusal to participate in discovery in the future.

DEFENDANT
EUGENE GRANT

By _____
Joseph L. Clasen
/S/ Thomas J. Donlon
Robinson & Cole LLP
695 East Main Street
Financial Centre
P. O. Box 10305
Stamford, CT 06904-2305
Telephone: (203) 462-7500
Fax: (203) 462-7599
Juris No. 101121

APPENDIX Z

"Defendant's Amended Reply to Plaintiff's Response to Motion for Nonsuit" (By Eugene Grant) 10/30/02

X02 CV 01-0167482-S	:	
YVONNE LIEBEL	:	SUPERIOR COURT
PLAINTIFF,	:	JUDICIAL DISTRICT OF WATERBURY
	:	COMPLEX LITIGATION DOCKET
V.	:	
EUGENE GRANT, ET AL.	:	
	:	OCTOBER 30, 2002
DEFENDANTS.		

DEFENDANT'S AMENDED REPLY TO PLAINTIFF'S RESPONSE

TO MOTION FOR NONSUIT

Defendant Eugene M. Grant ("Grant") hereby submits this reply to the response of plaintiff Yvonne Liebel ("Liebel"), dated October 18, 2002, to the Motion for Nonsuit.

1. The motion for nonsuit was based upon Liebel's failure to appear on October 16, 2002 for her deposition in this matter after proper notice.

2. Liebel, in her response, admits that she received the notice of deposition on October 2, 2002, two weeks before the deposition. See Plaintiff's response, Page 8(h).

3. Liebel does no deny that a certified mail copy of the Notice of Deposition was signed for on her behalf.

4. Liebel does not deny that a follow up letter was sent to her by facsimile on October 15, 2002 confirming the time and place of the deposition.

5. Liebel does not deny that she failed to even attempt to contact defense counsel prior to her refusal to appear at the deposition.

6. Liebel admits (See Plaintiff's response, Page 8 (s)) that on October 14, 2002 she attempted to file pleadings with this court in matters other than the present case, contrary to this Court's Order of October 8, 2002. See copy of order attached.

7. Liebel states specifically that, not only was her refusal to appear at her scheduled deposition intentional, but also that she will refuse to appear at any other deposition, or participate in any discovery: "Yvonne Liebel and her corporations refuse to be further subjected to conventional discovery methods i.e. further requests for production, depositions and/or interrogatories" See plaintiff's response, Page 14.

8. Grant served a Request for Production of Documents on Liebel on October 2, 2002. A response is due November 1, 2002. Liebel's statement in Page 14 of her Response demonstrates that she will refuse to answer this discovery also.

9. A party to an action, particularly the plaintiff, may not categorically refuse to participate in her own deposition, nor to attempt to determine which methods of discovery, permitted under the Practice Book, an opposing party may utilize.

10. Liebel's response demonstrates that she has committed flagrant violations of the rules of discovery and will not abide by the rules in the future.

11. In these circumstances, entry of non-suit is the only viable sanction.

WHEREFORE Defendant Eugene Grant, respectfully requests that a nonsuit be entered against Plaintiff, Yvonne Liebel, for failure to appear for her scheduled deposition and her refusal to participate in discovery in the future.

DEFENDANT
EUGENE GRANT

By _____
Joseph L. Clasen
/S/ Thomas J. Donlon
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Fax: (203) 462-7599
Juris No. 101121

APPENDIX Z 1

"Plaintiffs' Response to Defendant Eugene Grant's Amended Reply to Plaintiff's Response to Motion for Nonsuit" (By the Alliance Entities) 11/7/02

Docket Numbers: (X02) CV-01-0167482

THE ALLIANCE FOUNDATION, INC. YVONNE LIEBEL; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; GENERAL HOMES, INC.	:	STATE OF CONNECTICUT
	:	WATERBURY SUPERIOR COURT
	:	COMPLEX LITIGATION DOCKET
VS.	:	
EUGENE GRANT; ROBERT NAGRO; RICHARD SOLOMON; WEIL, GOTSHAL AND MANGES, LLP; MARK HOENIG; DAVID STONE; RIDGEFIELD BANK; REYNOLDS AND ROWELLA LLP; BRIDGE TO BROTHERHOOD, INC.; IRA MILSTEIN; MARVIN JACOB; PRICEWATERHOUSECOOPERS LLP/ /KESSELMAN AND KESSELMAN LLP.	:	NOVEMBER 7, 2002

PLAINTIFFS RESPONSE TO DEFENDANT EUGENE GRANT'S AMENDED REPLY TO PLAINTIFFS' RESPONSE TO MOTION FOR NONSUIT

The Plaintiffs, YVONNE LIEBEL; THE ALLIANCE FOUNDATION, INC.; ALLIANCE CAPITAL, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; DTL-USA, INC.; AND

GENERAL HOMES, INC. (The "Alliance Entities") hereby submit this reply to the Defendant, Eugene Grant ("Grant") "Amended Reply to Plaintiff's Response to Motion for Nonsuit", dated October 30, 2002.

When Plaintiff, Yvonne Liebel of the Alliance Entities has to endure, week after week since February 2000, reading and responding to pleadings filed by Defendant Grant (a Columbia Law School Graduate) and his attorneys at Robinson and Cole LLP, loaded with insinuations, omissions and lies, and "substantiated" by fraudulent documents, Connecticut case law, Connecticut Practice Book Sections, and Connecticut General Statutes; together with similar pleadings manufactured by the law firm of Halloran and Sage LLP, attorneys for the giant law firm, Defendant, Weil, Gotshal and Manges LLP; and its principals, Ira Millstein (also a Columbia Law School Graduate), Mark Hoenig; David Stone; and Marvin Jacob (all of whom are attorneys); and the Defendant, Ridgefield Bank, whose board of directors consists of law firms and their principals (all of whom are attorneys); collectively amounting to hundreds of lawyers; Yvonne Liebel feels she is stuck behind this huge, state-of-the-art garbage truck on an endless two-way highway, unable to pass the vehicle, while subjected to its intolerable and nauseating stench. The Connecticut law firms of Rucci Burnham et al. and Curtis, Mallet-Prevost et al. are no longer representing these Defendants despite their wealth, perhaps they too couldn't stand the stench!!!

Analysis of Grant's Fraudulent Pleading (Underlines represent emphasis by the Alliance Entities).

Grant's allegations:

"5. Liebel does not deny that she failed to even attempt to contact defense counsel prior to her refusal to appear at the deposition."

"6. Liebel admits (See Plaintiff's response, Page 8 (s)) that on October 14, 2002 she attempted to file pleadings with this court in

matters other than the present case, contrary to this Court's Order of October 8, 2002. See copy of order attached."

The Alliance Entities' response to Defendant' points #5 and #6:

The Alliance Entities **did not refuse** to appear at the deposition!!! In their response dated October 18, 2002, they outlined a grueling schedule of pleadings preparation caused by the Courts' refusal to consolidate eight related actions, all of which had to be prepared by Yvonne Liebel alone, without Connecticut counsel or support staff, from a motel room in Danbury, Connecticut! The Alliance Entities outlined in their pleading 21 points **from a. to u.**, substantiating Yvonne Liebel's physical inability to respond and/or to attend said deposition. Further, The Alliance Entities' Response, filed on October 18, 2002 with regard to said deposition, asking the Court's intervention, was approximately 12 pages long and took several hours to prepare. "Contact"(ing) opposing counsel, was obviously not a simple matter. In addition, Grant's attorneys failed to mention in their replies the Alliance Entities' plea to the Court to intervene in the matter: "The Alliance Entities, pray this Court will deny the Defendant, Eugene Grant's Motion for Nonsuit, as the Plaintiff, Yvonne Liebel was physically unable to respond or attend the Defendant's deposition."

Grant's allegations:

"7. Liebel states specifically that, not only was her refusal to appear at her scheduled deposition intentional, but also that she will refuse to appear at any other deposition, or participate in any discovery: "Yvonne Liebel and her corporations refuse to be further subjected to conventional discovery methods i.e. further requests for production, depositions and/or interrogatories" See plaintiff's response, Page 14."

"8. Grant served a Request for Production of Documents on Liebel on October 2, 2002. A response is due November 1, 2002. Liebel's statement in Page 14 of her Response demonstrates that she will refuse to answer this discovery also."

The Alliance Entities' response to Defendants' points #7 and #8:

In points 9 through 14 of their Response to the Defendants' motion for nonsuit filed on October 18, 2002, the Alliance Entities pointed out the Defendants abusive, dilatory and fraudulent tactics, one of which is the scheduling of untimely depositions. Said tactics are used for the purpose of harassment, intimidation, and sabotage in order to prevent the Alliance Entities from properly prosecuting pending cases in Connecticut and their Petition for Writ of Certiorari in the U.S. Supreme Court. To substantiate their lie about Yvonne Liebel's refusal to appear at their deposition, Grant's attorneys quoted half a sentence from the Alliance Entities' Response: "Yvonne Liebel and her corporations refuse to be further subjected to conventional discovery methods i.e. further requests for production, depositions and/or interrogatories" See plaintiff's response, Page 14."

Grant and his counsel failed to include the second half of the sentence: "... until such time that the Defendants fully respond to the Plaintiffs' testimony and evidence already presented in the Courts." In their response, the Alliance Entities further explained their position by pointing out to the thousands of pages of testimony and evidence they filed with the Courts, including the Supreme Court of the United States, which went unanswered by Grant and his counsel since February 2000.

The Alliance Entities further explained that: "her (Yvonne Liebel's) knowledge is still very limited as to what the Defendants actually did with her corporations and their assets, as their actions stem from a conspiracy that weaved an unprecedented web of individuals and entities that took part in her corporations' destruction, as she knew them." Yvonne Liebel felt that if she would provide further testimony and evidence following her countless submissions, it would egregiously prejudice the Alliance Entities' legal position.

Further, Grant and his attorneys, once again, failed to mention the Alliance Entities' plea to the Court to intervene in the matter, as Plaintiff, Yvonne Liebel knows she can't arbitrarily refuse to attend a deposition: "The Alliance Entities, pray this Court will deny the Defendant, Eugene Grant's Motion for Nonsuit" and "Pray this Court shall order the Defendant, Eugene Grant to answer the Third Amended Complaint with its voluminous evidence."

Grant's allegations:

"9. A party to an action, particularly the plaintiff, may not categorically refuse to participate in her own deposition, nor to attempt to determine which methods of discovery, permitted under the Practice Book, an opposing party may utilize."

"10. Liebel's response demonstrates that she has committed flagrant violations of the rules of discovery and will not (the word *not* was emphasized by Grant's counsel as it was omitted from his original pleading. The word *not* was the only change in amendment) abide by the rules in the future."

The Alliance Entities' response to Defendants' points #9, #10:

Since the commencement of this action in February 2000, the Alliance Entities witnessed first hand the corruption of documents associated with this and with related actions as demonstrated in a single example in point 12 of their Response: " 12. Further, Yvonne Liebel's testimony in transcripts was often "loaded" with errors (E.g. Stamford Complex Litigation Docket, November 15, 2000 hearing, Hon. Tierney, J. Presiding. Tierney J. was willing to correct only 18 of his 21 Court errors in a single transcript, and only after Yvonne Liebel filed a Motion for Rectification. Following this fiasco, Yvonne Liebel requested a tape-recorder in the Courtroom, which Tierney J. denied. Too many such examples exist to list in this document, however, details of this incident can be found in the first Petition for Writ of Certiorari filed in July 2001. See documents listed below.) " Following the Plaintiffs' appeal to the U.S. Supreme

Court, the case was finally transferred from Tierney, J's Court, and Tierney J. was replaced on the bench.

Further, in Point # 14 of their Response the Alliance Entities explained their position as to why a lone attendance by Yvonne Liebel in a deposition with Grant's Counsel would further prejudice the Alliance Entities: "14. Considering that Yvonne Liebel does not have a trustworthy attorney; that any testimony given alone in the presence of Defendant Eugene Grant's attorneys will be tampered with; that this litigation is unique in its scope of the crimes committed and the individuals and entities involved; that Yvonne Liebel told her story to a point of exhaustion, supported by endless pieces of evidence; and that the Defendant, Eugene Grant did not yet answer any of the Alliance Entities' pleadings..."

In addition, in Point #15 of their Response the Alliance Entities provided the Court with a possible solution to Yvonne Liebel's overwhelming and legitimate concern of a lone attendance at a Defendant Grant deposition: "15. The only method of deposition that will be agreeable to Yvonne Liebel and her corporations is a written deposition. Any questions remaining for Defendant, Eugene Grant may be presented in writing, with a copy to the Court. Yvonne Liebel will not sit alone with Defendant, Eugene Grant' lawyers, unprotected by counsel."

Here too, Defendant Grant and his counsel failed to mention to the Court the Alliance Entities plea requesting the Court's intervention in this matter: "The Alliance Entities, pray this Court will deny the Defendant, Eugene Grant's Motion for Nonsuit, ...and Pray the Court shall not force Yvonne Liebel into a lone deposition with the Defendants' counsel."

In Point #17 of their Response, and in support of all their statements and allegations, The Alliance Entities incorporated by reference nine (9) categories of documents they submitted to the Courts, amounting to countless pleadings, testimonies, sworn

affidavits and other evidence, all of which were completely ignored in Defendant Grant and his attorneys' replies.

Alliance Entities' statement with regard to the distinguished Attorney J.L. Chestnut of Selma, Alabama:

Some of Grant's counsel's pleadings make reference to Attorney J. L. Chestnut being counsel to the Alliance Entities in the Connecticut matters. Also, Grant's counsel copies Attorney J.L. Chestnut on pleadings filed in this case in the State of Connecticut, knowing full well that Attorney J.L. Chestnut does not advise nor represent the Alliance Entities in the State of Connecticut. Attorney J.L. Chestnut was only gracious to lend his name to the corporate Plaintiffs/Petitioners in the Petition for Writ of Certiorari pending before the United States Supreme Court so that said corporate Petitioners "would not be denied their day in Court." Attorney J. L. Chestnut does not advise or represent the corporate Plaintiffs in the State of Connecticut nor does he advise or represent Yvonne Liebel in the United States Supreme Court.

Grant's Conclusion:

"11. In these circumstances, entry of non-suit is the only viable sanction."

The Alliance Entities' Conclusion:

Defendant Grant will resort to any method, other than the truth, to eliminate the only four remaining causes of action against him, which he failed to strike (Hon. Schuman, J's Order of October 8, 2002, contested by the Plaintiffs): Twentieth Count- Breach of Partnership Agreement; Twenty First Count- Promissory Estoppel; Twenty Second Count- Breach of Contract; Twenty Third Count- Breach of Contract.

The above listed counts stem from Grant's misrepresentations and fraudulent actions over a period of several

years in connection with The Alliance Foundation, Inc.; the other corporate Plaintiffs; and with Plaintiff, Yvonne Liebel, the corporations' Founder and CEO. In keeping with a long tradition of deception and with Eugene Grant's prior pleadings, this pleading too, is a disgrace to the legal profession and to Justice.

The Plaintiff, Yvonne Liebel understands the severity of the wrongdoings committed by Defendant, Eugene Grant and others in this action(s), and the overwhelming civil and criminal ramifications to the Defendants if the Alliance Entities are successful in prosecuting this action (s).

The Plaintiff, Yvonne Liebel also appreciates the dilemma before the Court as it weighs the rights of a single individual and her corporations' against, what now seems to be, an infinite number of Defendants that range from the moles within her operations whose duties were to cause their destruction from within, i.e. Defendants, Eugene Grant, Robert Nagro, Richard Solomon, Reynolds and Rowella LLP and others, to the Puppeteers at Weil, Gotshal and Manges LLP; PricewaterhouseCoopers LLP/Kesselman; Ridgefield Bank; Washington Mutual Bank, F.A; J.P. Morgan Chase Manhattan Bank; State and Governments bodies; and others, all of whom greatly benefited and will continue to benefit from the downfall of Yvonne Liebel and her corporations.

Considering that Plaintiff, Yvonne Liebel shall fight for her corporations to death, she respectfully and humbly impresses upon the Court, that the way to a conflict resolution in this matter given its unique circumstances, requires a unique judicial leadership and methods of adjudication. In today's environment of corporate deceit and public distrust the Court's current methods are only compounding the problem at a significant risk. There is no doubt that as this litigation lingers on, more and more people and entities would be sought to participate in this cover-up, to their detriment, as they believe in the Defendants' collective power to defend their

wrongdoings and in the Court's "protection". As an illustration, the following is a classic example:

In mid 1997 when Yvonne Liebel was not yet aware of the scope and breadth of this conspiracy and believed it was limited to a breach of contract between her and her partner, Defendant, Eugene Grant, she informed Defendant Grant that she planned to bring a lawsuit against him if he didn't comply with their agreements. In an arrogant, conceded, and confident tone, Defendant Grant announced: " You could never sue me!"

When any citizen and/or entity are secure in the knowledge that they wouldn't be prosecuted for their wrongdoings because they are "privy" to the protection of the Court, it leaves the door wide open to "flagrant violations" (in the words of Defendant Grant's counsel, Joseph Clasen, referring to Yvonne Liebel's "refusal" to attend his deposition) and to anarchy. Plaintiff, Yvonne Liebel is sure that considering the significant losses that Defendant Grant suffered to date (financial and otherwise) resulting from this action against him and his "friends" (as he referred to the other Defendants in 1997 without naming any names), he would seriously reconsider his misguided and fraudulent actions. Since this action was filed in February 2000, Plaintiff, Yvonne Liebel witnessed, helplessly, how dozens of perfectly wonderful people and entities got sucked into this "Program".

Therefore, Plaintiff, Yvonne Liebel respectfully and humbly reiterates to the Court, as she has done on numerous prior occasions, to halt this infectious cover-up that compromises the judicial process and our Society's moral values and urges the Court to facilitate an opportunity for a truthful disclosure by the Defendants as to what was done with her corporations and their assets, including but not limited to The Alliance Foundation, Inc.'s IRS private letter tax rulings, off the record if necessary, in order to protect the Defendants. This would allow the Plaintiff, Yvonne Liebel, to become part of a just and equitable resolution, rather than

a continued escalation of the problem as she proceeds to defend her rights and the rights of her corporations. Such a move by the Court could also lend some dignity to an otherwise shameless, gutless, and heartless litigation.

WHEREFORE, The Alliance Entities, pray this Court will deny the Defendant, Eugene Grant's Motion for Nonsuit as the Plaintiff, Yvonne Liebel was physically unable to respond or attend the Defendant's deposition; Pray this Court shall order the Defendant, Eugene Grant to answer the Third Amended Complaint with its voluminous evidence before further testimony and/or documents are submitted by Yvonne Liebel; Pray the Court shall not force Yvonne Liebel into a lone deposition with the Defendants' counsel, and/or in the alternative, appoint zealous Connecticut counsel to help her prosecute and/or defend the Alliance Entities' claims.

Respectfully submitted,

/S/ _____

Yvonne Liebel
The Alliance Foundation, Inc.
Alliance International Development Corp.
Alliance Capital, Inc.
General, Homes, Inc.
DTL-USA, Inc.
(The "Alliance Entities")
8913 Olympic Blvd. Suite 101
Beverly Hills, Ca 90211
Cell: 310-435-0769
Fax: 310-657-2731

CERTIFICATE OF SERVICE

This is to certify that I have on the _____, day of November 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification pages)

APPENDIX Z 2

"Motion for Rectification of the Clerk's "Return of Papers" vs. the Visiting Nurse Association of Ridgefield, Inc. (By the Alliance Entities) 11/7/02

Docket Numbers: SP-02-10636-S

THE VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.	:	**SUPERIOR COURT**
Plaintiff,	:	
VS.	:	**J. D OF DANBURY AT DANBURY**
THE ALLIANCE FOUNDATION, INC.	:	**NOVEMBER 7, 2002**
Defendant.	:	

MOTION FOR RECTIFICATION OF THE CLERK'S "RETURN OF PAPERS" NOTICE

The Defendant, The Alliance Foundation, Inc.; its Founder and CEO, Yvonne Liebel, and its related corporations, Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; and General Homes, Inc. (the "Alliance Entities") are currently

Petitioners in a "Petition for Writ of Certiorari" pending before the Supreme Court of the United States, appealing this Court Eviction Judgment in the above–docketed matter.

On October 15, 2002, the Clerk of the Court faxed the Alliance Entities a Notice of Return of Papers, following the Alliance Entities' filing of "Counterclaims and Cross Claims" in the above-docketed matter on October 14, 2002. The Court's clerk reasoned,

ORAL ARGUMENT REQUESTED
TESTIMONY NOT REQUIRED

that the matter had gone to Judgment and therefore, further filings could not be accepted by the Court.

The Alliance Entities respectfully disagree with the clerk for the following reasons:

1. The matter is on appeal before the U.S. Supreme Court.
2. The Alliance Entities filed numerous other pleadings in this matter since the Court rendered its Eviction Judgment due to the pending appeal, and to various other decisions rendered in the matter, worthy of intervention by the U. S. Supreme Court. All said other pleadings filed by the Alliance Entities, were accepted by the Court.

WHEREFORE, The Alliance Entities respectfully request this Court to rectify said notice by the clerk so that their pleading filed on October 14, 2002, "Counter Claims and Cross Claims" in the above-docketed case, be resubmitted and entered into the file.

DEFENDANT
THE ALLIANCE FOUNDATION, INC.

/S/
By_____
Yvonne Liebel
The Alliance Foundation, Inc.
Alliance International Development Corp.
Alliance Capital, Inc.
General, Homes, Inc.
DTL-USA, Inc.
(The "Alliance Entities")
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
Tel: 310-435-0769
Fax: 310-657-2731

ORDER

Motion of the Defendant, The Alliance Foundation, Inc. to rectify the clerk "Return of Papers" is

GRANTED/DENIED

_____

Judge

Dated: Danbury, Connecticut
November , 2002

CERTIFICATE OF SERVICE

This is to certify that I have on the _____, day of November 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification pages)

APPENDIX Z 3

"Motion for Articulation and/or Articulation" vs. Washington Mutual Bank (By the Alliance Entities) 11/7/02

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A	**: STATE OF CONNECTICUT**
	:DANBURY SUPERIOR COURT
V.	**:**
YVONNE LIEBEL; GENERAL HOMES, INC. ET AL.	**:**
	:NOVEMBER 7, 2002

MOTION FOR ARTICULATION AND/OR RECTIFICATION

Pursuant to Practice Book Section 66-5, Motion for Rectification; Motion for Articulation, The Defendants in the above-docketed matter, Yvonne Liebel and General Homes, Inc., respectfully request an articulation and/or rectification of an Order,

rendered by Hon. Carroll, J., denying their Motion to Consolidate filed by the Defendants on July 31, 2002. This request is based on new developments in the above-docketed matter, as well as, developments in related matters with which this matter was to be consolidated. The reason for the late filing of this motion is because the Defendants never received a notice of the hearing or a notice of the Court's ruling.

On July 31, 2002, the Defendants, Yvonne Liebel and General Homes, Inc. filed a Motion to Consolidate and Memorandum of Law with numerous exhibits, totaling 185 pages, alleging fraud by Washington Mutual Bank, F.A. for invalid and unlawful mortgage documents; invalid and unlawful title to Yvonne Liebel's home at 106 Great Hill Road in Ridgefield, CT 06877; and invalid and unlawful appraisals on said property.

ORAL ARGUMENT REQUESTED
TESTIMONY NOT REQUIRED

On October 3, 2002, Defendant, Yvonne Liebel was told by the Court Clerk (by phone. The call initiated by Yvonne Liebel from Alabama), that on August 19, 2002, her Motion to Consolidate was denied by Hon. Carroll, J., without memorandum of decision. Yvonne Liebel did not receive a notice of said ruling. The Defendants, Yvonne Liebel and General Homes, Inc. respectfully request an articulation from Hon. Carroll, J., as to: Why said Motion to Consolidate was denied, considering that all actions sought to be consolidated in said Motion arose from the same controversy, shared common parties, and consolidation would provide for complete determination of the facts, in the interest of judicial economy and justice.

Further, in a related matter pending before the Waterbury Superior Court, Complex Litigation Docket, entitled The Alliance Foundation, Inc. and Yvonne Liebel, et al. vs. Eugene Grant et al No.

(X02) CV-01-0167482, on October 8, 2002, the Defendant, Eugene Grant was denied a Motion to Strike on four counts: Twentieth Count- Breach of Partnership Agreement; Twenty First Count- Promissory Estoppel; Twenty Second Count- Breach of Contract; Twenty Third Count- Breach of Contract. All said breaches have contributed and will continue to contribute to the conflict in the above-docketed matter. Resolution in the matter pending before the Waterbury Superior Court, Complex Litigation Docket would also serve to resolve the conflict in this matter.

On an issue as significant as a foreclosure action on a litigant's home, especially when issues of fraud are raised by the Defendants substantiated by volumes of pages that include testimony and evidence, it is critical that the Court provides a Memorandum of Decision and insures that all Court Notices are promptly and appropriately mailed to the owner of said residence, so that said home owner can prepare a defense in protection of his/her property.

Further, on August 21, 2002, the Plaintiff, Washington Mutual Bank, F.A. filed a Motion for Default for Failure to Plead against the Defendant, Yvonne Liebel. On September 13, 2002, an Assistant Clerk granted the Bank's Motion (signature on the Order, not legible). The Bank failed to copy the Defendants. The Court failed to send a notice of a hearing nor a notice of its ruling. The Defendants, Yvonne Liebel and General Homes, Inc. respectfully ask the Court to articulate and/or rectify said Court decision with the purpose of overturning said decision on the basis that Court notices were not mailed to the Defendants, and that a significant decision such as defaulting a home owner for failure to plead in a foreclosure matter, should respectfully be signed by a Judge, and not by a clerk whose signature is not legible.

The Plaintiff, Washington Mutual Bank, F. A, resorted to abusive, dilatory and fraudulent tactics for the purpose of sabotage in order to prevent Yvonne Liebel from properly defending her

property. These tactics include but are not limited to failing to mail to the Defendants copies of the Plaintiff's pleadings, and failing to have an appearance on file for Attorney McMahon, who represented both the Plaintiff and the Defendant, J.P. Morgan Chase Manhattan Bank, at a hearing on a Foreclosure Judgment against the Defendants. Having a single attorney represent both Banks on an opposing side of this litigation raises significant questions as to the relationship between these two entities as it relates to this litigation.

The Plaintiff, Washington Mutual, Bank F.A.'s misconduct is more specifically described by the Defendants in subsequent filings to their Motion to Consolidate: Motion for Continuance, dated October 4, 2002; Counterclaims and Cross Claims, dated October 5, 2002; Supplement to Counterclaims and Cross Claims, dated October 13, 2002; Counterclaims and Cross Claims filed in related cases in the Danbury Superior Court and Waterbury Superior Court Complex Litigation Docket. The Defendants' allegations are further substantiated by the Court's transcript from a Short Calendar hearing, dated October 7, 2002 in the above-docketed matter before Hon. Comorford, J.

WHEREFORE, the Defendants, Yvonne Liebel and General Home, Inc., in the above-docketed matter respectfully request that the Court provides:

1. An Articulation and/or Rectification of the Court's decision to deny their Motion to Consolidate filed with Memorandum of law filed on July 31, 2002 on the basis that: The Defendants did not receive a Court Notice of said ruling in time to respond; The Plaintiff, Washington Mutual, F.A.'s misconduct reflects similar misconduct to that of the Defendant, Eugene Grant; New developments in the related matter of The Alliance Foundation, Inc. and Yvonne Liebel et al. vs. Eugene Grant et al., pending before the Waterbury Complex Litigation Docket at Waterbury, Connecticut; Actions that arise from the same controversy and/or events and share common parties should be

consolidated for a complete determination of the facts, for judicial economy, and in the interest of justice.

2. An Articulation and/or Rectification of the Court's decision to grant the Plaintiff's Motion to Default Yvonne Liebel for Failure to Plead on the basis of not receiving copies of the Plaintiff's pleadings nor the Court's notices, in order to prepare and file a defense for Yvonne Liebel.

DEFENDANTS
YVONNE LIEBEL AND GENERAL HOMES, INC.
/S/
By_____
Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
Tel: 310-435-0769
Fax: 310-657-2731

ORDER

Motion of the Defendants Yvonne Liebel and General Home, Inc. to:

1. Articulate and/or Rectify GRANTED/DENIED

2. Articulate and/or Rectify GRANTED/DENIED

_____
Hon. Carroll, Judge

Dated: Danbury, Connecticut
November , 2002

CERTIFICATE OF SERVICE

This is to certify that I have on the _____, day of November 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification pages)

APPENDIX Z 4

"Motion for Articulation and/or Rectification of Clerk's Orders/Notices" in matter of Washington Mutual Bank (By the Alliance Entities) 11/7/02

Docket Number: CV 02 0346367 S

WASHINGTON MUTUAL BANK, F.A	**: STATE OF CONNECTICUT**
	:DANBURY SUPERIOR COURT
V.	**:**
YVONNE LIEBEL; GENERAL HOMES, INC. ET AL.	**:**
	:NOVEMBER 7, 2002

MOTION FOR ARTICULATION AND/OR RECTIFICATION OF CLERK'S ORDERS/NOTICES

Pursuant to Practice Book Section 66-5, Motion for Rectification; Motion for Articulation, The Defendants in the above-docketed matter, Yvonne Liebel and General Homes, Inc. respectfully request an articulation and/or rectification of Assistant Clerk of the Court, Robert Jackson, Esq., and others' Orders/Notices at the Danbury Superior Court in the following matters:

(1) On August 7, 2002, the Plaintiff, Washington Mutual Bank, F.A., filed a Motion for Default for Failure to Appear against the Defendants, Yvonne Liebel and General Homes, Inc. Certification Page indicated that a copy was mailed to Yvonne Liebel (not to General Homes, Inc.) On August 9, 2002, Temporary Assistant Clerk, Ryan Henry denied the Motion. Also, on August 9, 2002, the Court issued a notice signed by Asst. Clerk, Robert Jackson stating that as to Yvonne Liebel, the Motion was denied as she filed a pro se appearance. As to General Homes, Inc. it was denied "as the certification did not indicate that a copy of the Motion was mailed to that Defendant." Yvonne Liebel did not receive a copy of the Motion from the Plaintiff, Washington Mutual Bank, nor did she receive a notice from the Court about the hearing, or the Court's ruling.

On August 21, 2002, the Plaintiff, Washington Mutual Bank, filed a Motion for Default for Failure to Appear against the Defendant, General Homes, Inc. signed by Attorney Jennifer R. Simbosky. Certification page indicated that a copy was mailed to General Homes, Inc. On September 13, 2002, Asst. Clerk, Robert Jackson denied the Motion for the reason that "no supplemental return of service is on file". Neither Yvonne Liebel nor General Homes, Inc. received copies of said Motion from the Plaintiff, Washington Mutual Bank. Neither Yvonne Liebel nor General Homes, Inc. received notices from the Court on the hearing or the ruling.

The Defendants, Yvonne Liebel and General Homes, Inc. respectfully remind the Court that in over two years of litigation in six (6) other related matters, the Superior Court didn't pick up on a single procedural "defect" or "error" by opposing parties, on the other side of Yvonne Liebel and her corporations, that would allow Yvonne Liebel's corporations to remain in their perspective actions represented by her, which caused a colossal damage to Yvonne Liebel and her corporations.

Therefore, the Defendants, Yvonne Liebel and General Homes, Inc. respectfully request that the Court researches its files in all six (6) other related actions, including the ones now pending at the Waterbury Superior Court Complex Litigation Docket, as they originated at the Danbury Superior Court, for such procedural "faults" or "defects" or their equivalent, which would restore Yvonne Liebel's representation of her Corporate Plaintiffs and/or Defendants into their perspective actions and would allow her to represent them.

The corporations names are as follows: The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; and General Homes, Inc. The cases names are as follows:

i. DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank
ii. The Alliance Foundation, Inc.; Yvonne Liebel; Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; and General Homes, Inc. vs. Eugene Grant, et al.
iii. The Visiting Nurse Association of Ridgefield, Inc. vs. The Alliance Foundation, Inc.
iv. Eugene M. Grant vs. The Alliance Foundation, Inc.
v. Eugene M. Grant vs. Alliance Capital, Inc.
vi. Eugene M. Grant vs. Alliance Capital, Inc.

Considering this Court's history in related matters, absolutely disallowing representation of a corporation by its Founder/Officer who is not an attorney; and considering that on the basis of said rule significant Orders and/or Judgments were rendered by this Court, irreparably harming the Defendant, Yvonne Liebel and her corporations; The Court's ruling, in the above-docketed matter keeping the Defendant, General Homes, Inc. in this litigation and letting Yvonne Liebel represent its interests per her appearance, on the basis of flimsy procedural errors such as "the

Plaintiff's certification did not indicate that a copy of the Motion was mailed to that Defendant" or "no supplemental return of service is on file", raises a serious question as to the integrity of the Court. A perception is formed that the Court is bias against Yvonne Liebel and her corporations. That the Court would default the corporations and would disallow them representation by Yvonne Liebel in certain actions that would benefit Yvonne Liebel and her corporations, while the Court would not default the corporations and would allow them to be represented by Yvonne Liebel when it's to the detriment of Yvonne Liebel and her corporations.

Therefore, the Defendants respectfully request that:

I. The Court would conduct a review of the above listed files in order to establish whether or not such procedural errors were made by opposing parties in said other cases: A. If indeed such errors are found, the Defendants, Yvonne Liebel and General Homes, Inc. respectfully request that the Court allows the Corporate entities back in those other cases and allow Yvonne Liebel to either prosecute or defend on their behalf; B. If such procedural errors or their equivalent are not found in the files, the Defendants, Yvonne Liebel and General Homes, Inc. respectfully request that a statement from the Court be issued to confirm such finding; C. If such errors are found in the files, but the Court would refuse to overturn its prior rulings in said other cases despite such findings, than, the Defendants, Yvonne Liebel and General Homes, Inc. respectfully request that the Plaintiff, Washington Mutual Bank's 's Motion for Default for Failure to Appear be granted as to General Homes, Inc., and that General Homes, Inc. would be Defaulted from the above-docketed matter. It is only appropriate that a uniformed rule would apply to all actions in the Connecticut Superior Court System.

II. The Court provides a written explanation as to why the Defendants did not receive Court notices to their address on file at 8913 Olympic Blvd. Suite 101 Beverly Hills, CA 90211. Any

explanation that notices were mailed to the Ridgefield address on file is not acceptable, as certain other Court communications reach the California address.

III The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for failing to mail to the Defendants' address on file certain critical pleadings, causing the Defendants failure to prepare pleadings in their defense and/or appear at scheduled hearings.

(2) On August 7, 2002, the Bank filed a Demand for Disclosure of Defense against the Defendant, Casey's Sheet Metal Services, Inc. ("CSM") On August 13, 2002, CSM filed Disclosure of Defense by virtue of its Mechanics Lien, signed by its counsel, Nancy Onaitis Esposito. On August 16, 2002, the Bank filed against CSM a Motion for Default for Failure to Disclose a Defense. On September 16, 2002, Hon. Comerford, J. granted the Bank's Motion. The Bank and CSM never sent the Alliance Entities a copy of their pleadings. The Court's notice of the hearing scheduled for September 16, 2002, was mailed to the California address but to the wrong suite number (#103 instead of #101). Yvonne Liebel received the schedule on September 17, 2002, a day after the hearing, and the Court failed to copy the Alliance Entities of its ruling.

Therefore, the Defendants respectfully request that:

I. The Court articulates its decision to grant the Plaintiff, Washington Mutual Bank's Motion for "Default for Failure to Disclose a Defense" against Casey's Sheet Metal Services, Inc.

II. The Court provides the Defendants, Yvonne Liebel and General Homes, Inc. a written explanation as to why the Court's notice was mailed to the wrong Suite number.

III. The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for failing to mail to the

Defendants' address on file certain critical pleadings, causing the Defendants failure to prepare pleadings in their defense and/or appear at scheduled hearings.

(3) On August 7, 2002, the Bank filed a change of Appearance from its counsel, Jennifer R. Simboski to new counsel, David F. Borrino. The Bank failed to copy the Alliance Entities. The Court failed to send the Defendants a Notice of said Appearance.

Therefore, the Defendants respectfully request that:

I. The Court provides the Defendants, Yvonne Liebel and General Homes, Inc. a written explanation as to why the Court failed to send the Defendants a Notice of said new appearance.

II. The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for failing to mail to the Defendants' address on file certain critical pleadings, causing the Defendants failure to prepare pleadings in their defense and/or appear at scheduled hearings.

(4.A) On September 12, 2002, the Plaintiff, Washington Mutual Bank, F.A. filed a Motion for Judgment of Strict Foreclosure and Finding of Entitlement to Possession with a fraudulent exhibit (a partial appraisal of the wrong property, an appraisal on 104 Great Hill Road, Ridgefield, CT., at a value of $440,000, not including 106 Great Hill Road, the subject property, appraised by the Bank at $3,600,000. The Bank, unlawfully and forcefully, holds title to both parcels under a single mortgage. Yvonne Liebel never saw the attached appraisal). The Motion that was signed by Attorney Simboski included a Certification Page stating that a copy was mailed to Yvonne Liebel only. The Bank never mailed a copy of said pleading to Yvonne Liebel. The Court never mailed a notice of a hearing to the Defendants, Yvonne Liebel and General Homes, Inc. Any notices that mysteriously arrived, e.g. slipped under the door

at night, or delivered by a neighbor claiming receipt by error, at the day of the hearing or the day after the hearing, are considered by the Defendants as sabotage.

(4B) On September 12, 2002, the Plaintiff, Washington Mutual Bank, F.A. filed a List of Order of Law Days in Connection with Motion for Judgment of Strict Foreclosure listing the following order: "1. Yvonne Liebel 2. CSM 3. General Homes, Inc. 4. The Case Manhattan Bank (referred to from this point forward as "Chase") 5. Title Vests in Plaintiff." Attorney Simboski signed the above List. Certification Page indicated that a copy was mailed to Yvonne Liebel (not to General Homes, Inc.) Yvonne Liebel did not receive a copy from the Plaintiff, nor did she receive a notice from the Court.

(4C) On September 12, 2002, the Bank filed a Preliminary Statement of Debt listing the following items: "1. Principal of $2,042,781.43; 2. Interest from February 1, 2002; 3. Any late charges due prior to acceleration; 4. Any other amounts found due under the subject mortgage on account of inspections, property preservation and the like; 5. These amounts are estimates and subject to corrections, additions or amplifications at the time of the hearing on Plaintiff's motion for judgment of foreclosure. Litigation costs, expenses and attorney's fees are not included." The Preliminary Statement of Debt was signed by Attorney, Jennifer Simboski, and the Certification Page indicated that Yvonne Liebel was mailed a copy (not General Homes, Inc.) Yvonne Liebel did not receive a copy, nor did she receive a notice from the Court.

Therefore, the Defendants respectfully request that:

I. The Court provides the Defendants, Yvonne Liebel and General Homes, Inc. a written explanation as to why the Court failed to send the Defendants said Court Notices.

II. The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for failing to mail to the Defendants' address on file certain critical pleadings, causing the Defendants failure to prepare pleadings in their defense and/or appear at scheduled hearings.

(5) On October 3, the Clerk told Yvonne Liebel (by phone, in a call initiated by Yvonne Liebel) that the Defendants, Yvonne Liebel and General Homes, Inc.'s Motion for Stay filed on August 29, 2002 was denied. Also, that on Monday, October 7, 2002, at 9:30 A.M., Hon. White, J. was scheduled to rule at a Short Calendar hearing on the Plaintiff, Washington Mutual Bank's "Motion for Judgment of Strict Foreclosure and Finding of Entitlement to Possession" on Yvonne Liebel's home. Yvonne Liebel had no knowledge of said pleading nor received a Court notice about the hearing.

Therefore, the Defendants respectfully request that:

I. The Court provides the Defendants, Yvonne Liebel and General Homes, Inc. a written explanation as to why the Court failed to send the Defendants Court Notices with regard to the August 29, 2002 ruling and the October 7, 2002 hearing.

II. The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for filing fraudulent documents and for failing to mail to the Defendants' address on file certain critical pleadings, causing the Defendants, failure to prepare pleadings in their defense and/or appear at scheduled hearings.

(6) On October 7, 2002, at the hearing in the Danbury Superior Court, Attorney McMahon who represented both the Plaintiff Washington Mutual Bank, and the Defendant, J. P. Morgan Chase Manhattan Bank, marked "off" his Motion, as soon as he saw Yvonne Liebel at the Court, unexpectedly. Attorney McMahon did not have an appearance in the file for the Plaintiff, Washington Mutual Bank.

Therefore, the Defendants respectfully request that:

I. The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for allowing counsel to represent the Plaintiff at a foreclosure judgment hearing against the Defendants, without an appearance on file.

II. The Court reprimands and/or sanctions the Plaintiff, Washington Mutual Bank, F.A., in accordance with Connecticut Law, for Marking "Off", at the very last minute, a critical Motion that was filed by the Plaintiff, approx. one month prior to the hearing, on the basis of a poor excuse that Counsel did not have all documents with him, when in fact, the only reason for marking "off" the hearing was that the Plaintiff "planned" to take over the Defendant's home without an argument, as she was not expected to show up at said hearing because she did not receive a notice from the Plaintiff or the Court. The Plaintiff's conduct was fraudulent, it harassed the Defendant, Yvonne Liebel, who became ill as a result of the stress caused by said conduct, and caused her substantial expense as she flew from Alabama to Connecticut especially for said hearing.

III. The Court requests from the Plaintiff, Washington Mutual Bank, F.A., to provide the Defendants with a written

explanation as to the questionable relationship that exists between the Plaintiff, Washington Mutual Bank and the Defendant, J.P. Morgan/Chase Manhattan Bank causing dual legal representation of two opposing parties by single counsel.

(7) On October 4, Petitioner Yvonne Liebel filed a Motion for Continuance for the October 7 hearing on the basis that she did not receive from the Plaintiff, Washington Mutual Bank's a copy of the Bank's pleadings, She requested a continuance for 14 days or until the Supreme Court renders a decision on her representation of her corporation, General Homes, Inc. At the time she filed the Motion, she was not aware that the Court did not default the Corporation from the action and allowed her to represent it on the basis of the Plaintiff's procedural error. In spite the fact that at the October 7, 2002, the Attorney for Washington Mutual Bank, marked "off" the Bank's Motion, and that both Yvonne Liebel and the Court accepted said entry, the Court rescheduled Yvonne Liebel's Motion for Continuance on its short calendar for October 21, 2002. The Court also scheduled for the same hearing Yvonne Liebel's Motion to Stay filed on September 24, 2002. On October 17, 2002, at about 7:00 a.m. Yvonne Liebel faxed to the Court and to the Plaintiff, Washington Mutual Bank, a letter, marking "off" her two Motions. The reasons: 1. Her Motion for Continuance with regard to the October 7, 2002 hearing was moot; 2. Since the Court a. Did not consolidate the case with other pending related matters; b. Did not default the corporation from the action; c. Motions to Stay in other related pending matters were denied; and d. At the hearing, Yvonne Liebel served the Plaintiff, Washington Mutual Bank, with "Counterclaims and Cross Claims", this Motion to Stay was also moot. On October 17, 2002, the Bank filed Objections to Yvonne Liebel's Motion for Continuance and to her Motion to Stay. She received the Objections on October 22.

Therefore, the Defendants respectfully request that:

1. The Court articulates with a written explanation to the Defendants, Yvonne Liebel and General Homes, Inc. as to why the Court, in spite of the fact that at the October 7, 2002, the Attorney for Washington Mutual Bank, marked "off" the Bank's Motion, and that both Yvonne Liebel and the Court accepted said entry at the hearing, the Court rescheduled Yvonne Liebel's Motion for Continuance on its short calendar for October 21, 2002, which caused the Plaintiff, Washington Mutual Bank to file an objection.

WHEREFORE, the Defendants, Yvonne Liebel and General Home, Inc., in the above-docketed matter respectfully request that the Court provides and Articulation and/or rectification of the Court's Orders/Notices described above, as it deems appropriate: Points: 1 (I, II, III); 2 (I, II); 3 (I, II); 4 (I, II); 5 (I, II); 6 (I, II, III); and 7 (I).

DEFENDANTS
YVONNE LIEBEL AND GENERAL HOMES, INC.

By_____

Yvonne Liebel
8913 Olympic Blvd. Suite 101
Beverly Hills, CA 90211
Tel: 310-435-0769
Fax: 310-657-2731

ORDER

Articulation and/or Rectification of the following Court Orders/Notices per their description in the following list:

Articulate, and/or Rectify Point 1. I. GRANTED/DENIED

Articulate, and/or Rectify	Point 1. II.	GRANTED/DENIED
Articulate, and/or Rectify	Point 1. III.	GRANTED/DENIED
Articulate, and/or Rectify	Point 2. I.	GRANTED/DENIED
Articulate, and/or Rectify	Point 2. II.	GRANTED/DENIED
Articulate, and/or Rectify	Point 3. I.	GRANTED/DENIED
Articulate, and/or Rectify	Point 3. II.	GRANTED/DENIED
Articulate, and/or Rectify	Point 4. I.	GRANTED/DENIED
Articulate, and/or Rectify	Point 4. II.	GRANTED/DENIED
Articulate, and/or Rectify	Point 5. I.	GRANTED/DENIED
Articulate, and/or Rectify	Point 5. II.	GRANTED/DENIED
Articulate, and/or Rectify	Point 6. I.	GRANTED/DENIED
Articulate, and/or Rectify	Point 6. II.	GRANTED/DENIED
Articulate, and/or Rectify	Point 6. III.	GRANTED/DENIED
Articulate, and/or Rectify	Point 7. I.	GRANTED/DENIED

_____

Judge

Dated: Danbury, Connecticut
November , 2002

CERTIFICATE OF SERVICE

This is to certify that I have on the _____, day of November 2002, served a copy of the foregoing document by depositing the same in the United States mail, properly addressed with postage prepaid upon the following counsel of record:

(See attached certification pages)

APPENDIX Z 5

Sample of the "Certification" attached and/or faxed with Alliance Entities' pleadings

CERTIFICATION- Page 1

I, Yvonne Liebel of 106 Great Hill Road, Ridgefield, Connecticut 06877, hereby certify that on this date, _____, 2002, that I have served the attached document ("name of document") on each party to the proceeding or that party's counsel, by faxing and depositing an envelope containing the document in the United States mail, properly addressed to each of them, and prepaid as follows:

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Attn: Its Secretary
Mary Anne Cooper, Esq. (Legal Dept.)
732-205-0768 (New Jersey)

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Attn: Nancy Onaitis, its Agent

CERTIFICATION-Page 2

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